

Wheathampstead Parish Council

The Memorial Hall, Marford Road,
Wheathampstead, Hertfordshire AL4 8AY.

Tel: 01582 832541

Email: info@wheathampstead-pc.gov.uk

Web: www.wheathampstead-pc.gov.uk



Wheathampstead Parish Council

Allotment Rules and Procedures v2

Wheathampstead Parish Council (WPC) provides allotments on four sites within the Parish: Hitchens and Glebe (Marford Road), Folly Fields (Lower Luton Road) and Baxendale (The Slype). The **Small Holdings and Allotment Acts 1908** and the **Allotments Acts 1922-1950** provide the framework whereby WPC provide allotment plots to residents in the parish.

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1. Definitions and interpretations

"The Council" means Wheathampstead Parish Council, Committee or Officer.

"Allotments" means an area of land set aside by the Council protected by statute under the **Allotments Acts of 1908 and 1950** for the purpose of leisure and of growing vegetables, flowers and fruit for domestic consumption by himself/herself and his/her family and available to rent for an annual sum (**Allotment Act 1922 s22(1)**).

“Allotment tenant” means any person, 18 years or older, normally residing within the Wheathampstead Parish Council boundary.

“Allotment plot” means a defined area of land within each allotment site that is available to rent for an annual sum, but not exclusively communal paths, parking areas and individual plots, banks and boundaries.

“Allotment rent” means the annual charge for renting an allotment plot for 12 months, from 1st April to 31st March. This charge is reviewed annually by the Council and notified in writing to all tenants twelve months in advance.

2. Eligibility criteria and allocation of plots

2.1 To be eligible for an allotment a person must be 18 years or older and normally resident within Wheathampstead Parish (**Allotments Act 1908 section 32 (1)**).

2.2 The Council will supply information regarding available plots on a site by site basis. Applicants are encouraged to inspect vacant plots before making a decision to confirm their interest in a particular plot. The Council has volunteer allotment representatives and an employee who can show interested potential tenants around sites with prior agreement.

2.3 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, then they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.

2.4 All allotment plots are let on an as seen basis. The Council is not able to carry out improvement or clearance works for new tenants.

2.5 When a vacant plot is not available, the Council operates a waiting list for each site. When a plot becomes vacant the person on the top of the list is given first choice for the tenancy. If this offer is not accepted within four weeks their name is removed from the waiting list.

2.6 The Council rents out full plots and half plots (other sizes are available on some sites). A full plot is 10 pole and a half plot is 5 pole. One pole equals 3.25 square metres. New tenants are encouraged to rent half plots. If the demand for plots exceeds availability existing tenants who rent more than one plot will not be allowed to increase their holding.

2.7 Each allotment tenancy will be made in the name of one person only, even if more than one person works on the plot. Where another person works on the plot with the main tenant, and subsequently the main tenant gives up the plot, the other person can request in writing to Council to transfer the plot.

3. Allotment Tenant Responsibilities

3.1 The tenant shall keep their allotment plot in a good state of cultivation and not allow weeds and grass to cause a nuisance to neighbouring plots. A minimum area equal to 75% of the total plot should be cultivated and active during the main growing season (March to September). The Council will allow new tenants a reasonable period of time to reach these standards.

3.2 Tenants must only use their allotment plot for their own personal use, and must not use their plot to carry out any business or grow produce for sale.

3.3 The tenant shall not deposit any refuse or rubbish on their plot or any part of the allotment site. All arisings from the permitted allotment activities shall be composted, burnt as outlined in 3.4, or removed. Upon termination of tenancy it is the tenant's responsibility to clear the plot of rubbish and structures.

3.4 Bonfires are permitted under certain conditions. Under the **Environmental Protection Act 1990** it is an offence to cause a nuisance through the generation of 'smoke emitted from premises so as to be prejudicial to health or a nuisance'. Therefore the tenant must conform to the following requirements:

- Bonfires are permitted on Tuesdays, Thursdays and Saturdays between the hours of 12 noon and dusk or 8pm, whichever is the earlier.
- Bonfires must be extinguished, if not burnt out, by dusk, and must not be left unattended.
- Only burn when suitable weather conditions permit, to avoid causing a nuisance (wind drift etc).
- Only burn organic matter and dry vegetable matter that has been produced on your own plot. Do not burn material that has been given to you from other plots.
- Do not set fire to massive piles of materials, but start with a medium stack and add further material in stages.
- Non-vegetable matter such as plastic, rubber, carpet or roofing felt must not be burnt, and flammable liquids such as old sump oil must not be burnt or used to light fires.
- In the event of a reasonable complaint, from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished.

See Appendix 1 for further bonfire guidelines

3.5 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and access areas. Tenants are expected to be considerate to other tenants and allotment neighbours.

3.6 The tenant shall not, without the written consent of the Council, cut or prune any trees growing in a communal allotment area, or boundary hedge.

3.7 The tenant shall be responsible for and must keep the paths along the two sides of their plot mown (the paths being identified by the Council). Paths shall be a minimum of 3 feet (90 cm) wide.

3.8 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.

3.9 The tenant shall not plant any shrubs, conifers or trees that are not fruiting, or have non edible fruits. When planting fruit trees such as apples, pears and plums, the tenant must use dwarf rootstock and must seek approval from the Council for planting fruit trees and soft fruit.

3.10 The tenant shall not plant a hedge or install any type of fence around or on their plot.

3.11 Where a plot adjoins a boundary hedge, the tenant shall be responsible for keeping the side of the hedge properly trimmed.

3.12 The tenant is permitted to bring a dog onto the allotment site, however it must be kept on a lead at all times and any dog faeces removed and disposed of appropriately (not dug into plot soil). No dogs are to be kept on the plots overnight.

3.13 Although it is lawful under **Section 12 of the Allotments Act 1950** to keep hens or rabbits / certain livestock on an allotment, the tenant shall not keep, or allow other persons to keep, animals or livestock on the allotment site without the written consent of the Council and tenants are required to register livestock with the Council and meet the minimum standards in these and supplementary guidelines (see Appendix 2 for Guidelines for keeping livestock and beekeeping on allotments).

3.14 The tenant shall not be permitted to keep bees and beehives on the allotments without the written consent of the Council. The tenant will need to demonstrate that they are properly experienced and that bee keeping will not cause a nuisance to other allotment holders (see Guidelines as detailed above).

3.15 Consent for livestock and bees will be given for a period up to 5 years and is subject to Council's discretion. It is the tenant's responsibility to seek further consent. Where livestock or bees are no longer kept for a period of 3 months then consent must be obtained before new animals or bees are kept.

3.16 Slow worms are a protected species because they are endangered. Having one on your plot is a privilege (since it eats many garden pests including insects, small snails, hairless caterpillars and slugs), not an inconvenience. If they take up residence in your compost bin care needs to be taken when using or turning

the compost so that the slow-worms are not harmed and disturbed as little as possible.

3.17 Machinery such as strimmers, cultivators and lawn mowers should only be used with consideration to others and only within the hours of 9.30am and 6pm.

3.18 The tenant shall not alter, or permit anyone to alter the water supply system on the allotments provided by the Council, and only the use of hand held hose pipes is allowed. The use of sprinklers and hosepipes left running overnight or unattended is forbidden.

3.19 The tenancy of an allotment is personal to the tenant. Pursuant of **Section 27 (4) of the Allotment Act 1908** tenants may not assign, underlet or part with possession of all or part of their allotments (including structures). Breach of this rule by any tenant may result in termination of the tenancy by the Council.

3.20 The Council reserves the right to change the allotment rules from time to time, but will make such changes known to tenants in advance in an appropriate manner (through the site representative, Councils website, on site noticeboards or by letter or email). A copy of these rules is available on the Council's website or in hard copy free of charge in the Council offices. Tenants will be expected to comply with any rule changes, following consultation and notification process. Non compliance will result in termination of tenancy

3.21 Disputes between tenants should be referred to the Council and the decision of the Council will be binding to all involved.

3.22 Tenants shall not at any time use offensive and or aggressive language or behaviour towards other tenants, council Officers or members of the public. The Council shall reserve the right to issue one months' notice to quit if this condition is not adhered to.

3.23 Each tenant is responsible for maintaining a marker (plot number) provided by the Council that clearly identifies their plot. The Council reserves the right to charge tenants replacement costs if a marker is lost or damaged.

3.24 Tenants must comply with current pesticide regulations. Tenants must select and use pesticides so that there is minimal risk to members of the public, birds and other wildlife. Tenants must take all reasonable care that other plots, paths, edges and trees are not adversely affected, and must replant or make good as necessary if damage occurs.

3.25 The tenant is required to shut the gate when entering or leaving the allotment site.

3.26 The tenant is not allowed to retain and or bring on to the allotments any type of firearm whatsoever including replicas.

3.27 The tenant is allowed to park and unload for a limited period provided that at no time is the access or roads or paths through or to the allotments blocked. Tenants unloading must move their vehicle immediately if requested by a fellow tenant or Council staff.

4. Council Responsibilities

4.1 The Council will provide and maintain computerised allotment records in accordance with the **Data Protection Act 1998**. The Council can also be contacted during the working hours 9am to 12.30pm and via the Council's website www.wheathampstead-pc.gov.uk.

4.2 The council will ideally hold four Allotment Committee meetings a year with representatives from each site in attendance.

5. Buildings and Structures

5.1 Tenants shall not erect on the allotments sites any building or structure without (including pond or green house) the written consent of the Council (acting as Landlord). Polly tunnels are strictly forbidden.

5.2 All buildings for which written consent is granted shall conform and continue to be maintained to the standard specified by the Council.

5.3 The Council's consent is subject to tenants obtaining any appropriate planning permission and compliance with any applicable building control regulations. The tenant is liable for any costs in relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the tenant.

5.4 Tenants are permitted to install compost bins and structures. Consent will not usually be given for more than 1 shed and 1 greenhouse not exceeding 8' x 6' x 8' high (2.5 x 2 x 2.5m). Tenants are also permitted to erect fruit cages and support structures for soft fruit and soft trees but it is not acceptable to turn a plot into a fruit orchard.

5.5 All buildings and structures on allotments must only be used in connection with the use and management of allotment plots.

5.6 All such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the building or structure forthwith.

5.7 Buildings and structures must not be installed on a permanent basis.

5.8 When a tenancy is terminated any buildings or other structures erected must be removed, unless, with the approval of the Allotments Committee, they can be satisfactorily transferred to the new tenant. If the outgoing tenant

refuses, or fails to remove the building or structure, they may be removed and disposed of by the Council, the cost being charged to the outgoing tenant.

5.9 Any building or other structure erected on an allotment plot is at the tenant's expense and risk.

5.10 Tenants are advised not to store valuable equipment and materials in their buildings or structures, and should not store petrol, oil, lubricants or other inflammable materials.

5.11 Barbed wire, corrugated or sheet iron is not permitted on any part of the allotment site.

6. Site Management.

6.1 The Council will regularly inspect sites to ensure that each site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections.

6.2 The site inspections will also be an opportunity for the Council to check the cultivation of plots, management of uncultivated plots, meet allotment tenant holders and identify any other problems that the Council needs to resolve.

6.3 Any site problems should be reported to the Council as soon as possible.

7. Termination of Allotment Tenancy Agreement

7.1 Tenants will have many reasons to cancel their tenancy agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. The Council will not refund any rent paid in that year, when the cancellation is at the request of the tenant.

7.2 The Council reserves the right to cancel an allotment tenancy via one month's written Notice To Quit pursuant to **Section 30 (2) of the Allotment Act 1908** if

7.2.1 Allotment rent is in arrears for 4 weeks or more (whether formally demanded or not); or

7.2.2 The tenant is no longer a resident of the Parish; or

7.2.3 The tenant is not duly observing the rules affecting the allotment plot, site (**the Allotment Act 1908 Section 28**), or any other term or condition of his/her tenancy; or

7.2.4 The tenant is found stealing from the allotments or is found causing, encouraging or permitting to cause any damage to any part of the allotments.

7.3 Where the council issues a Notice To Quit to a named tenant and there is a designated second tenant, the second tenant will only be eligible to take on the plot in exceptional circumstances.

7.4 The Council will write to any tenant, where it is considering cancelling a tenancy agreement, explaining the reasons for its concern and asking the tenant for an explanation. Sometimes a plot is not being cultivated due to illness, or other good reason and the Council will take this into account, and not be unreasonable. The tenant is encouraged to let the allotment representative know. A Written Notice To Quit will only be issued after all reasonable efforts to resolve the issue have been unsuccessful.

7.5 The Council may need to cancel tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In these cases the Council shall give the tenant three months written notice in pursuant to **Section 1 of the Allotment Act 1922**, giving tenant 12 months written Notice To Quit expiring before 6th April or after 29th September in any year.

7.6 The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate on the rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the council terminates.

7.7 If a tenant is not satisfied with the notice to quit, they can appeal in writing to Wheathampstead Parish Council, Memorial Hall, Marford Road, Wheathampstead, AL4 8AY within 14 days of the sending/posting of the said notice, for the matter to be re-considered by three Councillors comprising Chairman of the Allotments Committee and two others. The majority decision of the said three Councillors shall be final.

8. Charges

8.1 In March each year tenants will be sent an invoice in advance for allotment rent covering the forthcoming year – 1st April to 31st March. New tenants starting during the year will initially be sent a reduced invoice, covering the period from their start date until 31st March. After that they will receive an annual invoice in March.

8.2 The Council reviews its allotment charges on an annual basis, as part of its budget setting process, and tenants are then written to in March giving them 12 months' notice of the introduction of any new allotment charges.

9. Wayleave

9.1 Where a private gate exists exiting onto an allotment garden a wayleave will be payable.

10. Change of address and Notices

10.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.

10.2 Notices to be served by the Council on the tenant may be sent to the tenants last known address in the tenancy agreement by

- a) second class post, registered letter, recorded delivery or hand delivered, or
- b) served on the tenant personally, or
- c) left on the allotment plot.

10.3 Notices served under 10.2 a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered on ordinary course of post; **Interpretation Act 1978 Section 7.**

10.4 Any notice required to be given by the tenant to the Council shall be sufficiently given if signed by the tenant and sent in a prepaid post letter to the Clerk to the Council at Wheathampstead Parish Council, Memorial Hall, Marford Road, Wheathampstead, AL4 8AY or by email to info@wheathampstead-pc.gov.uk.

11. Delegation

11.1 The Clerk to the Council is empowered to serve warnings and notices and all other matters in connection with the administration, operation and enforcement of this tenancy for and on behalf of the Council. The Clerk to the Council will have responsibility to:

- a) ensure tenants abide by the rules and take appropriate action against those tenants who do not;
- b) collect the annual rent from the tenants;
- c) keep a register of all tenants including contact details, allotment plot numbers and rent payment record;
- d) keep a list of any prospective tenants on a waiting list;
- e) liaise between the respective parish councillors responsible for allotments and allotments representatives;
- f) facilitate formal meetings of the Allotments Committee which should ideally be at least every three months.

12. Supplementary special conditions

12.1 The tenant shall observe and comply with any other supplementary special conditions which the Council considers necessary to preserve the allotments from deterioration and for which notice to the tenant is given in accordance with any rules made or to be made by the Council with respect to allotments.

12.2 Notice for special conditions shall be given by posting of a notice on the allotments' notice board at the allotments at least seven days prior to the special condition coming into effect.

12.3 If a tenant finds that they cannot cope with a whole allotment plot, they should inform the Clerk to the Council and consideration will be given to let half of the allotment plot to a prospective tenant on the waiting list.

12.4 When a tenant moves from the Parish the allotment plot may be re-let to a new tenant by the Council at a point no later than the end of that tenancy period

The Council accepts no liability for any loss, damage or injury to tenants or their belongings occurring on their allotment sites.

If you have any queries about these rules please contact the Council on 01582 832541.

Appendix 1. Good bonfire guidelines

Only the burning of dry organic material for the disposal of diseased plant or vegetable material from the tenant's allotment plot is permitted

Never burn household rubbish, rubber tyres or anything containing plastic, foam, paint or chemicals.

Lighting of bonfires is only permitted on Tuesdays, Thursdays and Saturdays between the hours of 12 noon and dusk, or 8pm whichever is the earlier(except when notified by the Council via the notice board).

Never use old engine oil, methylated spirits, petrol or similar flammable liquids to light the fire or to encourage it.

Only burn when suitable weather conditions permit, to avoid causing a nuisance. Avoid lighting a fire in unsuitable weather conditions – smoke hangs in the air on damp, still days and in the evening.

Avoid burning when the wind will carry the smoke over roads or into other people's property.

Avoid burning when the air quality is "poor" or "very poor".

Never leave a fire unattended or leave it to smoulder – douse it with soil if necessary.

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Do not set fire to massive piles of materials, but start with a medium stack and add further material in stages.

Non-vegetable matter such as plastic, rubber, carpet or roofing felt must not be burnt, and flammable liquids such as old sump oil must not be burnt or used to light fires.

In the event of a reasonable complaint, from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished.

Appendix 2. Guidelines for Livestock and beekeeping.

It is lawful under **Section 12 of the Allotments Act 1950** to keep hens or rabbits / certain livestock on an allotment. However the tenant shall not keep, or allow other persons to keep, animals (including bees and beehives) or livestock on the allotment site without the written consent of the Council.

When applying to keep livestock tenants at a minimum will be required to have insurance (in relation to strays, damage and injury), build secure fencing and structures to make sure their livestock cannot escape and have the correct living environment that also enhances the site, and provide full contact details with 24 hour contact numbers in case of emergencies. Tenants are referred to guidance available from the RSPCA and DEFRA (Code of recommendation for the welfare of livestock; welfare of Farmed Animals (England) Regulations 2007).

No cockerels are to be kept.

The Council's decision on livestock types is final.

The tenant will ensure that they are conversant with good husbandry and practice, and attendance at a relevant livestock keeping course is recommended for those with no previous experience, but is not essential.

Tenants with livestock will take all reasonable care to prevent harm to livestock, they shall visit (or arrange for others to do so) once per day as a minimum to ensure food and water available, and shall immediately treat or seek treatment on suspicion of illness. They shall take all reasonable steps to prevent vermin from causing nuisance linked to livestock. This will include proper storage of foodstuffs in secure, vermin-proof containers.

Any complaints regarding animal welfare will be referred to the RSPCA and the Council has the right to withdraw the provision to maintain livestock of the responsible keeper, including in serious cases, immediate suspension. Any action which requires to be instigated by the Council and which incurs any cost will require to be re-charged to the tenant.

The slaughtering of animals is not permitted on site. No disposal or burying of animals is permitted on site.

In regards to the keeping of bees, the tenant will need to demonstrate that they are properly trained and experienced, and be a member of the British Beekeeper's Association. Bee keeping will not cause a nuisance to other allotment holders (see Guidelines as detailed above).