

St Cuthbert (Out) Parish Council - Allotment Gardens Terms and Conditions of Tenancy

DATE: September 2022

Tenants shall:

1. Use their Allotment Gardens solely for the cultivation of fruit, vegetables, herbs and flowers for use and consumption by the Tenant and their family as permitted by the Allotments Act 1922 Sec. 22 (1)
2. Not undertake or permit others to undertake any business activities that involve selling any of the produce cultivated on their Allotment Gardens.
3. Keep their Allotment Gardens clean, tidy and in a good state of fertility and cultivation at all times and maintain and work the Allotment Garden for the sole purposes specified in 1) above, subject to 2) below.
4. Not cause a nuisance or annoyance to the occupiers of adjoining Allotment Gardens, others on the Site or residents' homes bordering on or in close proximity to the Site.
5. Restrict any lawned area to a maximum size of 50 sq feet (4.7 sq metres).
6. Not keep poultry in the Allotment Garden other than a reasonable number of hens for Tenant's consumption and which shall not be kept for the purposes of any business or a trade.
7. Ensure their dog does not run freely around the site and is kept under control at all times, and not cause a nuisance to other Tenants. Dog faeces must be removed from Site immediately and under no circumstances allowed to be buried. Breach of this condition will result in the Tenant's dog being banned from entering the Site.
8. Not assign tenancy or sub-let or dispose of possession of any part of the Allotment Garden.
9. With the exception of buildings or structures reasonably necessary for the keeping of hens, but which may be subject to the planning permission, the Tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and, where necessary, secure planning permission. No shed or other construction will be permitted to proceed until the Council has been furnished with a copy of the planning permission or exemption certificate and has issued the Tenant with its approval in writing for construction to proceed. The maximum permitted size for a shed or similar structures, should permission be authorised, is 6 x 4ft (1.2 x 1.8m) as a footing, and 7.3ft (2.2m) in height. The maximum permitted dimensions of a polytunnel (one per Allotment Garden) is 20 feet (6m) length, 6.5 ft (2m) height and 6.5 ft (2m) width).
10. Observe and comply with the Council's "no glass" policy on the Site or individual Allotment Gardens.
11. Be responsible for fencing their allocated Allotment Garden and maintaining the same in good repair at all times, and shall ensure that any grassed areas abutting their Allotment Garden are kept trimmed and maintained to a safe and accessible condition.
12. Not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission.
13. Be responsible for ensuring that the Allotment Garden is kept and maintained as a safe working environment and not pose an unreasonable risk to anyone who may enter the Allotment Garden with or without the Tenant's permission or knowledge;

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14. Permit an inspection of the Allotment Garden at all reasonable times throughout the year by the Council's employees or agents, and remedy any defects identified by the inspection and notified to the Tenant.
15. Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Gardens of other Tenants.
16. Only put compostable material from the Allotment Garden in compost bins and not include any meat, fish, bones, cooked foods and dairy products or bring or permit to bring domestic or industrial waste onto the Site for composting or disposal.
17. Only employ composter bins with a capacity of no more than the 700 litres permitted on the Allotment Garden or anywhere within the Site.
18. Ignite bonfires on the Allotment Garden only the first Sunday of the month so long as the weather conditions are favourable and that consideration is given to wind direction and neighbouring Tenants, local residencies, and the roads adjacent to the Site. Allowing smoke to drift across a public highway is an offence.
19. Supervise bonfires at all times and ensure means of extinguishing the fire are readily available.
20. Shall observe the permitted hours of working within the Site which are the hours of daylight save that the use of any machinery, or repair and maintenance activities generating any noise are not permitted before 7:00 AM or after 8:00 PM. The Site to be vacated no later than 9:30 PM or 1 hour after sunset whichever is the earlier.
21. Notwithstanding that the primary purpose of the Allotment Garden is and shall remain the cultivation of fruit, vegetables, herbs and flowers per 1 above, Tenants are encouraged to facilitate a balanced eco-system that could benefit the local wildlife, reduce pests and diseases and increase productivity though managed conservation measures such as:
 - a. Reducing or eliminating the use of chemicals by adopting companion-planting methods to aid the elimination of pests such as aphids, slugs and sawfly
 - b. Create habitats for wildlife around the internal borders of the Allotment Garden, such as bee-boxes, hedgehog homes, log and stone piles for invertebrates.
 - c. Incorporate late, mid-season and early blooming nectar-rich flowers to attract pollinators and beneficial insects
 - d. Support the local bird community with a feeding table and nesting boxes (maximum 2 per Allotment)
22. Approach the Council in the first instance with details of any conservancy measures envisaged. If, in the opinion of the Council, a regular Council inspection of the Site highlights any abuse or unreasonable exploitation of this conservancy clause, the Tenant will be served a notice for restoration to re-align the Allotment Garden to comply with 1) above. For the avoidance of doubt, any conservation measures by the Tenant shall not be of such an extent as to defeat the object of the Allotment Garden (1 above) or be deleterious to the quality of the land as an Allotment Garden.
23. Areas set aside for conservation measures should not exceed 15% of the total area of the Allotment Garden.