Blunsdon Parish Council Allotment Rules – Minerva Heights

(Drafted Feb 2019 Amended March 2020)

# The Allotment Act 1908-1950

Extracts from the Rules as to Allotment Gardens made by the Parish Council for the Parish of Blunsdon with respect to Leisure Gardens for the Parish.

1. **Interpretation of Terms**

Throughout these rules the expression “The Council” means the Parish Council for the Parish of Blunsdon and includes any Committee of the Council or any Garden Managers appointed by the Council under the Allotments Act 1908-1950. The word “he” shall mean he, she or they.

# Definition of the Persons Eligible to be Tenants of the Allotment

1. Any person who is a resident in the Parish of Blunsdon at the time of application **and** is still a resident at the time of allocation of a plot, shall be eligible to become a tenant of an allotment.
2. The Council reserves the right to waive residency requirements when there is no one on the waiting list rather than let the plot be unused. Tenancies under this circumstance will be reviewed each ***December*** so that the tenant will be informed in advance if they are to lose their plot in***April*** of the following year.

# General Conditions of required Cultivation

All tenants shall comply with the following conditions:

1. The tenant shall keep the garden clean and in good state of cultivation and fertility, in good condition and significantly free of weeds, so as not to cause nuisance to adjacent plot holders.
2. The tenant is required at all times to cultivate a minimum of 75% of the plot. It is not permitted to cover large areas for long periods of time.
3. The tenant shall not cause any nuisance or annoyance to the occupier of any other garden or place any waste vegetable or other refuse or any debris on any path or roadway abutting on the garden and shall keep such paths free from weeds.
4. Large leafed plants, such as rhubarb, should not be permitted to overgrow paths as to prevent mowing or hinder passage of other tenants.
5. The tenant shall keep all their property – bins/tools etc., on their garden plots. This will enable the grass paths to be cut without risk of damage to that property
6. The tenant shall from time to time when reasonably necessary, cut the grass on the partition strip, **at least 2ft wide**, between their plot and any adjoining garden or alongside any path or roadway abutting on his garden and shall keep such paths free from weeds. The use of weed killer to control grass is strictly prohibited and the use of such will result in termination of tenancy.
7. The tenant shall not, without the written permission of the Council, cut or prune any timber or other trees, take, or sell, or carry away any mineral, gravel, sand or clay.
8. The tenant shall keep every hedge which forms part of their garden properly cut and trimmed, keep all ditches and watercourses abutting on or adjoining his garden properly cleansed. No dumping of waste materials into the hedgerow.
9. The tenant shall not, without written permission from the Council, erect any buildings on their garden. If permitted by Council to erect a building on the garden, the tenant shall adhere to the Council’s specification, maintain it in good repair. Any building so erected must be removed within two weeks after termination of the tenancy.
10. The tenant shall not erect any wire or other fence on or adjoining the garden without the written consent of the Council. Supports for fruit bushes, runner beans etc. are acceptable up to 6ft in height.

k) To keep use and maintain the Property only as an allotment as defined in the Allotments Acts 1908 to 1950 for the cultivation of fruit and vegetables (and if required flowers – up to a maximum of 30% of the Plot) and for the avoidance of doubt the Tenant shall not be permitted to house or keep on any Plot or on the Property or part thereof any animal bird or other livestock

l) Fruit trees or any other trees should not grow over a height of 6ft and not throw a sun shadow over another plot at any time of the day. Any trees planted should be dwarf stock.

m) The tenant shall not allow any dogs in their charge to enter the site except on a lead. Fouling of the site by dogs is illegal and may result in the imposition of a fine.

n) The tenant shall not obstruct the free flow of surface water in any trench or cutting

 abutting on or adjoining the garden whether such surface water is from tenant’s own

 or any other garden or gardens.

1. The tenant shall not erect, display, or exhibit any advertisement board or advertisement upon any garden.
2. The tenant shall, as regards the garden, observe and perform all conditions and covenants in the lease (if any) under which the Council hold the land.
3. The tenant shall inform the Council in writing if ceasing to reside within the Parish of Blunsdon. Any plot holder moving out of the defined catchment areas will not retain their plot after the next ***April*** following the change of address. Applications to remain, under Section 3 b) above, may be considered.
4. The tenant shall preserve the garden number stakes and shall provide and maintain on the garden, to the satisfaction of the Council, a numbered plate correctly stating the number of the garden as determined by the Council.
5. The tenant shall not underlet, assign, or part with the possession of the plot or any part of it, without the written consent of the Council.
6. The tenant shall not take or remove any plants or crops from any other plot without the tenant’s permission.
7. **Conditions Regarding the Parking of Vehicles**
8. It is an express condition that any vehicle is brought on to site at the owner’s risk and the Council can bear no responsibility in this respect. There is a designated Parking at the Lady Lane end of the Allotments. All access from a vehicle MUST be from this Car Park. No Vehicular access from the residential estate.
9. All vehicles must be parked in the specified area and shall be parked so as not to cause a nuisance or annoyance or obstruction to any other tenant who has a legitimate reason for being on the parking area.
10. To avoid damage to the grass paths vehicles, including plant, e.g. mini diggers, shall not be driven beyond any area where parking is allowed.

# Payment of Rent

The rent of a garden, unless otherwise agreed in writing be paid yearly in advance on or before the ***1st March***

# Power to Inspect Allotments

Any member (or officers) of the Council shall be entitled at any time when directed by the Council to enter and inspect a plot. Inspections will be carried out monthly to determine compliance of all plot holders with the rules. Plot holders not in compliance with the rules will be notified in writing and given one month to correct matters. Unless the condition of the plot is improved substantially within this time the Council will issue one month’s notice of termination of tenancy and the plot will be offered to the next person on the waiting list. Tenants are required to advise the Council if for any reason they are not able to cultivate their plots. Consideration of any information received can be given whether to terminate a tenancy.

1. **Termination of Tenancy of a Leisure Garden**

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

It may be terminated by the Council after one month’s previous notice subject to: -

1. If the tenant is in arrears for over 40 days; or
2. If the tenant is not duly observing the rules affecting the garden, or any other term or condition of the tenancy; or

1. If the tenant becomes bankrupt or compounds with his creditors; or
2. The issue of a third notice to remedy in any two-year period*.*

1. Tenants may give notice at any point of their tenancy by informing the Office and by completing a Termination of Plot form, which is available on request

Upon termination of the tenancy by the Council the tenant will have the right to claim compensation as provided in the Allotments Act 1922 & 1950.

1. **Service of Rights**

Any notice may be served on a tenant either personally or by leaving it at the last

advised address, or by recorded delivery addressed to there, or by fixing the same in

some conspicuous manner on the plot.

1. **Parish Council Liability**

The Council is not liable for damage to or loss of plot holder`s property whether on or off their garden.

1. **Other Guidance Notes:**
* Please lock the gates on leaving the site if you are the last tenant on site. (If you feel unsafe at being on the site alone you may wish to lock yourself in the site).

Code is 18488 and 1848 on car park gate

* Use water sparingly and (if fitted) close the tank lid after use. You are required to notify the Council if you see leaks or faults to the water supply.
* The water supply will be turned off during the winter months to avoid frost damage to the pipe work.
* Please compost as much green waste on your plot as possible.

**I agree to the above terms and conditions:**

Site/Plot Number Allocated: ………………….

Name: (Print) …………………………………

Signed: …………………………………………..

Date: …………………………………………….

One copy (signed) to be returned to Blunsdon Parish Council, traceyblunsdon@gmail.com or Blunsdon Village Hall, High Street Blunsdon SN26 7AR. Second copy is for your records