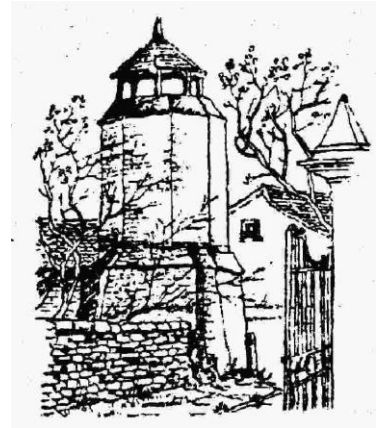


WARMSWORTH PARISH COUNCIL ALLOTMENTS

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RULES

(Updated March 2018)

Throughout these rules, the expression 'the council' means the parish council of Warmsworth and includes any committee of the council or its representatives, the expression 'the parish' means the parish of Warmsworth.

1. People eligible to be tenants of Warmsworth Allotments Holders Association

Any person who is 16 years or over and is resident in the parish of Warmsworth or lives within a 5-mile radius is eligible to become a tenant.

2. Division of the land into allotments

Before letting any plot, the council may divide the plot and alter the site plan, distinguishing the new plots by separate numbers (i.e. 3a and 3b).

3. Notice to be given for the letting of an allotment plot:

The Council must give public notice, posted in a conspicuous place in the parish, of any allotments which they propose to let, except when there are sufficient applications already recorded on the waiting list.

These notices must specify: the allotment to be let, its size and rent, the name and contact details of the Council agent, and the date by which applications should be submitted.

4. Rules for the letting of an allotment plot, and for preventing undue preference:

The Council must not let any allotment unless confirmation has already been received from the previous tenant that the plot will have been vacated by that date.

Every application for an allotment must be completed on the form attached and given to the Council agent.

Preference will be given to applicants who are resident in the parish of Warmsworth.

5. Allotment agreements:

An agreement to let an allotment to an applicant must be signed by the WAHA letting agent, on behalf of the council.

6. General conditions under which the allotments are to be cultivated:

The tenant of an allotment must comply with the following conditions:

- a. The tenant must observe and perform all conditions and covenants in the lease under which the council hold the land.
- b. The tenant must keep the allotment clean and in a good state of cultivation and fertility, and in good condition.
- c. The tenant must not cause any nuisance or annoyance or use abusive or threatening language or behaviour toward any allotment holder or Representative of the committee. Failure to abide by this rule may result in verbal and/or written warnings and termination of tenancy.
- d. The tenant must not obstruct any path or access/gateway set out by the Council.
- e. The tenant must not underlet, assign, or part with the permanent features and possessions of the allotment or any part of it without the written consent of the Council.
- f. The tenant must not cut any timber or prune any trees lying beyond the boundary of their own plot.
- g. The tenant must maintain and keep in good order any fences and gates on his allotment and maintain the surrounding paths.
- h. The tenant must keep trees and bushes on his own plot properly maintained and within the boundary of that plot.
- i. The tenant must not use barbed wire or similar fencing on his or her allotment.
- j. The tenant must not store or use caravans, vehicles, baths, doors, or tyres on the allotment.

- k. The amount of cultivation must not be less than two thirds of the plot, unless by agreement with the Council or its representatives.
- l. The tenant must not light any fire on the allotment except on Bonfire night, 5th November after 4pm. However, the allotment committee may allocate additional day(s) for fires. A notice for the additional day(s) must be posted by the allotment committee informing the neighbours of the date or dates of the fire or fires.
- m. All gates must be closed and locked by the last tenant to leave the allotments. If tenants are unsure if they are the last to leave, they must lock the gate.
- n. Water taps must not be left on unattended, and the use of sprinklers and hoses is banned (**see water policy for further details**).
- o. All keys are to be obtained from the Council Representative, with a refundable deposit of £15. Failure to return keys will result in an administration charge of £20.
- p. The dumping of rubbish of any kind on untaken allotments or the allotment site is strictly forbidden. Anyone found dumping rubbish on site will be charged for the cost of clean-up and given notice to vacate their allotment.
- q. The use of carpets to cover land is forbidden, and carpets must only be used to cover compost or manure bins. Carpets used for other purposes will be removed at the expense of the tenant.
- r. Children remain the responsibility of their parent / carer at all times whilst on site and must be supervised accordingly.
- s. Poultry must be cared for properly and fed and watered on a daily basis. All waste must be disposed of properly and not left to rot on heaps, and food must not be left out at night or on the floor outside where it may attract rats. Rat infestations are the responsibility of the tenant, although the Council will ensure adequate rat extermination.
- t. Dogs must be kept on a lead on the footpaths and general area, and under strict control. If a dog is found to be causing a nuisance, or fouling the footpaths and general areas, the owner will be asked to remove the dog permanently.
- u. The allotment must not be let or treated as a market garden
- v. Trees must be kept to a manageable height.
- w. Tenants who remove existing trees, plants, etc. at the end of their tenancy must restore the plot to a good condition before vacating their allotment.

- x. The tenant must abide by any special conditions set out by the committee which are necessary to preserve the allotment site from deterioration.

7. Payment of Rent

Unless otherwise agreed in writing, allotment rent is due on the 1st weekend of March, and must be paid by the 30th of March, in each year.

A late payment of £5 will be charged if a valid reason is not given. Different rules will apply as a one-off in 2020 -2021.

8. Power to inspect the allotments:

Officers of the council have the right to enter and inspect the allotment site and must be afforded due courtesy at all times.

9. Termination of tenancy:

Tenancy may be terminated in the following ways:

If the tenant fails to abide by the above rules and conditions:

- a. a verbal warning will be given (1st warning)
- b. if no improvement is evident, a written 14-day notice will be issued (2nd warning)
- c. if little or no improvement is made, a notice to vacate the plot will be issued. Any items left on the allotment after vacation will become the possession of Warmsworth Parish Council (final notice). The offending tenant will be expected to pay any cost incurred for clearance of the plot.

The '*three strikes and you are out*' rule:

If, regardless of the reason, the tenant receives three warnings in any two-year period, that tenancy will be revoked, and the tenant will be given 14 days to remove all personal property and vacate the allotment. If the allotment is left untidy, the cost of clean-up will be charged to the offending tenant (e.g. skips, man hours, etc).

The tenancy may also be terminated by 14 days' notice in writing:

- a. if the rent is in arrears for not less than 30 days after demand is made for its payment, or
- b. if the Parish Council Committee judges that, three months after tenancy began, the tenant is not keeping the allotment clean and in a good state of cultivation and fertility, or

- c. if the tenant has failed to comply within 30 days with any notice in writing by the Parish Council Committee, requiring the tenant to remedy any breach of / failure to comply with these rules.

In the case of the death of the tenant, the tenancy of the allotment will terminate on the following Rent Day, unless otherwise agreed in writing by the Parish Council Committee and family. Family will be invited to a subsequent Warmsworth Parish Council Committee meeting to agree this.

These rules shall not apply to any land let to an association or to any allotment which the council, under special circumstances to be recorded in their minutes, may exempt from these rules, but shall apply, except as aforesaid, to an allotment though held under a tenancy made before these rules come into operation, but not so as to affect any right to compensation for an improvement executed before these rules come into operation.