



# WARWICK TOWN COUNCIL

Rules and Regulations for Allotment Tenants 2018

Prepared in accordance with the Allotments Acts

1908 – 1950

## **1. Interpretation of Terms**

- 1.1 “Agreement” means the tenancy agreement of an allotment signed by you and which is legally binding.
- 1.2 “Allotment” means an allotment garden as defined in the Allotments Act 1922 which is owned by Warwick Town Council.
- 1.3 “Town” means the parish area covered by Warwick Town Council, “the Council” means the Mayor, acting by the Council, and includes any Committee of the Council or any allotment managers appointed by the Council under the Allotment Acts, 1908 to 1950.
- 1.4 “You” or “your” means you the person or persons signing the tenancy agreement of an allotment.
- 1.5 Where anything in these Rules and Regulations is stated to be “by law” it means that the law requires it under an Act of Parliament which both you and the Council must comply with.

## **2. Introduction**

- 2.1 You will only be eligible for an allotment if you are 18 years and over, living in the Warwick Town Council area (defined by a CV34 postcode), as set out in Allotment Act 1908 (section 23 (1)).
- 2.2 These rules are made pursuant to The Small Holdings and Allotments Act 1908 and the Allotment Acts of 1922 to 1950 and apply to all rented allotment gardens owned by Warwick Town Council.
- 2.3 These Rules and Regulations replace any existing Rules and Regulations and the Council reserve the right from time to time to revise or update these Rules and Regulations and to send to you a copy of the revised or updated rules which will then replace these Rules and Regulations. A copy of these Rules and Regulations is published on our website at [www.warwicktowncouncil.gov.uk](http://www.warwicktowncouncil.gov.uk)
- 2.4 You shall observe and comply with all statutory provisions relating to allotments and also the rules, regulations and policies, published from time to time by the Council. A copy of the Rules and Regulations will be issued with new tenancy agreements & renewals at the beginning of the year, if altered, as well as published on the website as stated in 2.3
- 2.5 To observe and fully comply with all enactments, statutory instruments, local parochial or other by-laws orders or regulations affecting the plot.
- 2.6 The Council operate a one plot per household policy, however consideration may be given to offer a second plot to existing tenants with a good proven track record of cultivation if there are allotment plots available and there is no waiting list.
- 2.7 (i) Recovery of neglected plots

In the event of a plot showing signs of neglect, a letter will be issued requesting the plot holder to address the situation with a date issued for cultivation. If this is not adhered to the Town Council will remove the tenant from the Plot.

(ii) Recovery of plots from multi-plot holders

The Town Council reserves the right to remove plots from multi plot holders if they are failing to keep all their plots fully cultivated.

**3. New Applications & New Tenants**

3.1 Every Application form for an allotment garden shall be appended to this document and should be completed and returned to the Assistant Town Clerk, Warwick Town Council, The Court House, Jury Street, Warwick. CV34 4EW.

(i) Each application will be dealt with in strict rotation according to the waiting list held by the Council. Special dispensations can be made only with agreement from the Council.

3.2 All new tenants will be issued a license on a 6-month probationary period. Starter plots will be issued where available or agreed by the Council and Representatives.

(ii) The Tenancy Agreement to let an allotment garden may be signed by the Assistant Town Clerk on behalf of the Council, thereby validating the annual license.

3.3 New Tenants will comply with all the Rules and Regulations of the allotments from the commencement of their tenancy agreement.

3.4 All new Tenants will be charged a £50 deposit per allotment refundable on termination of the Tenancy Agreement subject to the plot being handed back to the Town Council in a clean, tidy and weed free condition and after consultation with the Representatives on the relevant allotment site.

3.5 All new Tenants will be required by the Town Council to meet with the Allotment Site Representative(s) to be shown around the site and informed of any relevant safety, access, site and plot considerations prior to acceptance and only on agreement by the relevant Representative.

3.6 All new tenants will cultivate the allotment to an agreed acceptable standard, 25% within the first three months, 50% within six months and 100% within the first year of tenancy.

**4. Definitions**

4.1 Uncultivated – either fully or partially overgrown or unused, weed or grass is prevalent, insufficient or no planting is present and no effort has been made to keep the plot clear and tidy.

4.2 Cultivated – the plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown

- 4.3 Allotment Representatives – Volunteers who act in the interests and on behalf of tenants for all matters relating to a particular allotment site, its upkeep and development.
- 4.4 Buildings – any walk-in structures such as sheds, greenhouses and poly tunnels, chicken coop which are an appropriate size for the intended task. Please refer to the notes section at the end of the document for allowed sizes.

## **5. Management of Allotments**

The Council reserves the right to transfer to Allotment Association or other bodies the responsibility for the management of each allotment site(s).

### **5.1 Rent**

To pay the rent for an allotment in full to the Council in accordance with the agreement  
Refunds of rent will not be offered under any circumstances.

The Council reserves the right to amend the amount of rent payable. If they do so then the Council will give you 28 written days' notice, prior to the 1st January of the amount of the increased rent.

The rent of an allotment garden shall, unless otherwise agreed in writing, be paid yearly in advance on the 1st day of January in each year

If for any reason, you do not receive the notice advising you of the amount of the increased rent then this will not invalidate the increase and you shall pay the difference as soon as you become aware that the rent has been increased.

If you do not pay the rent on time or within the required 40-day period, then the Council will end the tenancy in accordance with the paragraph in the Rules for Allotment Tenants

### **5.2. Security**

Only the tenant, or a person authorised or accompanied by the tenant is allowed on site.

You shall keep the entrance gate (if present) to the allotment site locked immediately after entering and/or leaving to prevent access by unauthorised persons or animals.

You shall not give copies of any key or combination lock code issued by the Council to anyone.

### **5.3 Use of Land**

To use the land as an allotment and for no other purpose.

The tenant must use the allotment for his or her own personal use and not carry out any trade or business or sell produce from the allotment

The Council have agreed with the Warwick Horticulture and Allotment Society for them to trade from their hut on the Percy Allotment site and to display notices and offer advice for anyone who wish to visit from across the area. This is a not for profit organisation which also holds supplies of compost, fertilisers, seeds etc. For further information visit [www.whasociety.org](http://www.whasociety.org)

You are responsible for the health and safety of all persons either within the allotment site or outside it insofar as any harm is caused to such persons as a result of your keeping of animals, birds on the allotment and in this respect, you are advised to provide secure fencing round any pond and to have birds and animals regularly inspected by a veterinary surgeon (please refer to section Animals for further information on keeping livestock)

The keeping of Bees is only permissible after the tenant completes the certification of the National Beekeepers Association and acquires the relevant insurance. Notification to neighbouring plot holders is required.

Tenants must comply with all reasonable or legitimate directions given by an Officer of the Council, or representative, in relation to an allotment or site.

No overnight stays or use of any buildings for residential accommodation is permitted

Not to bring on to the site or store items other than for horticultural use.

Construction materials, paving and timber for infrastructure work brought onto the allotment for use upon the allotment must be used within 6 months.

Quantities of construction materials, paving and timber in excess of an amount that is reasonably required will be regarded as unacceptable and the tenant will be requested to remove them. Failure to do so may result in the materials being removed by the Council, your deposit monies will be used to cover the costs of removal and notice of termination given.

You shall not use the allotment for any illegal, immoral or anti-social activity and such activity will be reported to the Police.

Not to erect notices, advertisements or flags without written permission from the Council.

#### 5.4. **Cultivation**

To keep the allotment clean, cultivated and fertile, maintaining it in a good tidy condition.

No allotment holder shall use carpeting or similar material as a cover to control weeds but may use heavy duty black plastic for that purpose.

If a plot appears to be uncultivated, the Council reserves the right to instruct a third party to cut down all weed growth for which the tenant will be charged and tenancy terminated.

Not to obstruct or reduce any path set out by the Council for the use of the occupiers of the allotment.

If the allotment is persistently uncultivated, following reminder letters (1st letter with 2 weeks to respond, 2nd letter with 2 weeks to respond) from the Council, the Council has the right to evict the tenant following an eviction notice in writing.

#### 5.5. **Trees**

Not to cut, lop or interfere with any trees on the allotment without the prior consent of the Council.

Not to plant trees or bushes other than fruit. These must be planted to ensure they do not affect shade or allow roots to grow under neighbouring plots.

Fruit trees are the only permitted tree to be planted on an allotment. Grown height should not ultimately exceed 2m, failure to maintain this height may result in the Council using your deposit money to carry out any necessary pruning to bring the tree to 2m height. This only applies to new planting and does not apply to fruit trees which are well established and inherited as part of a plot although tree maintenance would be encouraged with the Councils consent.

You shall not allow self-seeded trees to grow on the allotment (especially any growing through a perimeter fence).

#### 5.6. **Vehicles**

All vehicles must be driven carefully and parked sensibly, cause no obstruction or inconvenience to tenants or neighbouring properties. Vehicles are not allowed on allotment plots at any time. Strictly NO overnight parking

#### 5.7. **Plot Marker**

Each allotment holder is responsible for providing a plot marker (showing the number of the plot) keeping it clean, readable and displayed in a prominent position preferably at the end of the plot that meets the main thoroughfare.

#### 5.8. **Nuisance**

Not to cause any nuisance or annoyance to the occupier of any other allotment, adjoining landowners or the occupiers of nearby houses.

Not to enter, encroach, take or remove any plants or crops from other allotments without that tenant's permission.

Not to obstruct or reduce with width of any path between the allotments, or block or obstruct the main track on the site.

Abusive, aggressive or threatening behaviour towards the Council's representatives or any adjoining owners, occupiers of other allotments or any neighbouring land or property will not be tolerated and will result in an Eviction Notice being served without reservation.

To be a good neighbour at all times.

## 5.9 **Bonfires**

The Council discourages the lighting of **any** bonfire on allotments and you should either compost all plant waste or remove it from the allotment site.

Only have a bonfire if absolutely necessary, this is **only** allowed between

**1 October & 31 March.**

**UNDER NO CIRCUMSTANCES** have a bonfire if your plot is directly under or 15 metres either side of electric cables adjoining a **PYLON** and 20 metres from the base of a Pylon. This is extremely hazardous!

Bonfires must not be left unattended at any time and be only of a small size, contained, managed and properly banked down when finished with soil, as dousing with water is not enough. The centre of a fire can continue to burn and re-ignite.

You shall not bring onto the allotment site any materials for the purpose of burning.

You shall not burn manufactured materials such as plastics and rubber as they can give off toxic fumes.

You shall take into consideration local householders and whether they have left windows open, etc. Smoke from a bonfire may be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act 1990.

Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.

You are strictly personally liable for the payment of all costs, expenses and compensation either for damage or nuisance caused as a result of a bonfire on the allotment.

The Council reserves the right to prohibit bonfires absolutely or upon specific allotments and your attention is drawn to the on-site notices in this respect. Please check your site noticeboard and our website [www.warwicktowncouncil.gov.uk](http://www.warwicktowncouncil.gov.uk) regularly for current information.

Where it is recommended to burn more pernicious and invasive plants e.g. mares tail etc. you will consult with your Rep to determine the appropriate methods.

#### 5.10 **Waste**

No garden waste, or any other material or other waste is to be placed against any fence, hedge or gate.

Only green vegetable waste may be composted, each tenant must ensure that any non-compostable waste is removed to an appropriate facility. Cooked food other than vegetable waste is not permitted.

Composting is only allowed on the allotment and must be properly maintained to the satisfaction of the Council.

All other waste material must be removed from the site and disposed of in an appropriate manner.

You shall not bring onto the allotment or the allotment site any rubbish from external sources and you may be prosecuted for fly tipping if you do so.

Any tenant who fails to comply with this rule will forfeit the right to continue gardening the plot and an Eviction Notice will be served.

#### 5.11 **Hedges, fences, paths and gates**

Not to put up any fence, gate or hedge within the site unless authorised by the Council

Not to cut or prune any trees or bushes around the outside of the boundary fence to the site without the prior written consent of the Council.

To ensure that paths are kept clean around their own plots by cutting grass between the plots and keeping them free from weed and the accumulation of waste.

You shall at all times keep shared paths clear of obstructions, particularly tripping obstructions.

You shall not extend the allotment into any shared path which shall be kept wide enough for easy pedestrian and wheelbarrow access to neighbouring allotments.

If the allotment extends into an area that, but for the extension, would have been a shared path, then you shall re-create the path if required by the Council.

#### 5.12 **Buildings**

Not to put up any buildings within the allotment for composting, keeping of poultry or rabbits or for a purpose relevant to allotment activities without prior written consent of the Council.

Any buildings which have been authorised by the Council, following consent, must be well constructed and maintained.

Any sheds which have been authorised by the Council, must be coated with an approved wood preserver and must not inconvenience other allotment users, adjoining landowners or the occupiers of nearby houses.

Any structure on the allotment must be temporary and maintained in a safe order, neat external appearance and condition. In the event of exceptional weather conditions tenants are expected to make sure that any buildings on their plots are made secure and are not hazardous with a Strictly No Hazardous material (e.g. asbestos) may be used for the structure. If the Council is not satisfied with the condition of the structure, you shall either alter or repair it to the satisfaction of the Council or remove it within 1 month of instruction by the Council to do so. If the structure is not removed, the Council may remove it and your deposit money will be used to cover the cost of removal.

Any buildings put up on the allotment must be removed by the tenancy termination date.

The building or shed shall be more than two feet from any fence, path or track.

Please see section 8 (notes) for permitted sizes for sheds, poly tunnels, greenhouses and chicken coops.

#### 5.13 **Barbed wire**

Barbed wire or similar must not be brought on to the allotment site.

#### 5.14 **Dogs**

You can bring your dog on site if it's kept strictly under control at all times and only kept on your plot. Please make sure that you clear up any mess left by your dog and dispose of offsite. All sites have Dog Control orders making it illegal to leave dog fouling or to take your dog off a lead and these will be enforced if strict control of dogs is not adhered to.

If there is a Public Footpath running through an Allotment site, any plot holder witnessing the contravention of Dog Control/ Fouling Orders should contact the Allotment Administrator 01926 492212 or the Dog Warden on 01926 456734.

#### 5.15 **Animals**

Permission to keep any livestock on your allotment plot must be requested in writing to the Town Council before any animals can be kept on your plot. Upon receipt of your request it will be considered subject to certain Terms and Conditions being met. (Please request a copy of Terms and Conditions for keeping animals). You must not keep any animals or birds on the allotment other than hens or rabbits and for the avoidance of doubt a hen is a female chicken. No more than 10 chickens per coop will be allowed subject to plot conditions. You are responsible for the health and welfare of all animals

kept by you on the allotment and for keeping them well fed and cared for and acceptable and humane conditions.

A 24-hour contact number must be provided to the Council for use in emergency situations only in the event of an escape.

Should vermin be attributed to your livestock you will be responsible for any pest control costs incurred.

#### **5.16 Children**

In the interests of Health and Safety, only accompanied Children are allowed on the Allotment site at any time.

Children are allowed to assist in the process of the cultivation of an Allotment providing they are supervised and where the Council have approved the holding of small plots under the supervision of the Warwick Horticultural and Allotments Society (WHAS) based on the Percy Estate Allotment site.

Do not to allow children accompanying the tenant or a member of the tenant's family to cause a nuisance or annoyance to other tenants or occupiers of nearby houses.

Ball games are not allowed at any time.

#### **5.17 Water**

Sprinklers are not permitted.

Subject to any government restrictions in the event of drought or other emergency, you may use a hand-held hose pipe either to water plants or to fill water butts, provided that this does not affect other tenants having access to the water supply. You shall ensure that the water tap is turned off immediately after use.

You shall not use the water supply for any purpose other than for watering plants on the allotment.

You will report a damaged or leaking tap to the Council or site Representative as soon as reasonably possible.

You are encouraged to collect rain water in a water butt on the allotment.

The Council turns off the water supply to the allotment site during the months November to March inclusive. If severe frost is forecast whilst the water supply is on, the Council reserves the right to turn off the water supply.

#### **5.18 Restriction on admittance to allotment**

The Council has the right to refuse admittance to any person other than the tenant to the allotment site

#### **5.19 Change of address or other details**

The tenant must inform the Council within 10 working days of any change of address or other details and provide an emergency contact telephone number.

**5.20 Dispute between tenants, adjoining landowners or with the occupiers of nearby houses**

In case of a dispute between tenants of any allotment on the site, adjoining landowners or the occupant(s) of any nearby houses the matter will be referred to the Council, whose decision shall be final. This may result in the immediate termination of a tenant. The Council's decision is final.

**5.21 Power to inspect**

The Council or its appointed officer and any allotment representative is entitled to inspect any allotment garden at any time without prior notice to allotment tenant.

**5.22 Special Regulations**

Not to take or remove or sell any mineral, gravel, clay, sand or top soil from the site.

Observe and undertake any other special condition(s) which the Council considers necessary to preserve the allotment or the site from deterioration.

To advise the Council of any discovery of asbestos or fly tipping, damage to fences, water equipment, such as troughs or pipes as soon as possible.

**5.23 Alienation**

Not to sublet, assign or part with the possession of the allotment or any part of it without the prior written consent of the Council. For the purposes of clarification, a transfer of the tenancy falls within this paragraph and is prohibited.

If you ignore this ban on assignment and attempt to assign the tenancy to someone else or permit someone else to use the allotment for their own use then the tenancy shall terminate immediately.

Permission will not be given to any tenant wishing to transfer the agreement under any circumstance.

\*Joint Tenancy may be permitted at the discretion of the Town Council

**5.24 Duty of Care**

You are reminded that at all times, even when not on site you have a duty of care to others, including visitors and trespassers.

You shall take care when using a strimmer or a rotovator, grass cutting machines and other mechanical or powered equipment so as not to cause injury or harm to yourself and others, the Council cannot be held responsible for any injury caused as a result of use of this equipment.

The Council accepts no responsibility for loss or damage to such items nor any resulting injury however caused.

Not to leave any hole uncovered or unprotected whether as a pond or during any cultivation or construction so as to constitute a hazard.

The Tenant shall remain responsible and liable for any acts or omissions by the Tenant or any person under the control of the Tenant leading to a personal injury claim.

#### 5.25 **Notices**

Any consent or notice required to be given by the Council to the Tenant may be validly given by an officer of the Council and may be served on the Tenant either in person or by posting to his or her last known address by first class post or by fixing the same to the allotment as recorded in this agreement in a conspicuous manner.

### 6. **Termination**

The tenancy will terminate immediately:

- 6.1 If you die, or;
- 6.2 If you transfer or attempt to transfer the tenancy to someone else or permit someone else to use the allotment for their own use (without written consent from the Council)
- 6.3 On termination of the Tenancy the Tenant will clear the plot of all fixtures and fittings belonging to the Tenant unless agreed in writing with the Council not to do so, failure to comply will result in the loss of allotment deposit monies which will be used to clear the plot of said fixtures and fittings.

### 7. **Termination by you**

- 7.1 You must not abandon the allotment without telling the Council in writing.
- 7.2 If you abandon the allotment without telling the Council that you wish to stop renting it then the tenancy will not end and you will continue to be responsible for the allotment until the Council satisfy themselves that the tenancy has ended.

**NOTE:** If you decide that you no longer wish to rent the allotment you may simply write to the Council, quoting the plot number and the allotment site, to say that you no longer wish to rent it. Providing you have kept to these Rules and Regulations then the tenancy will end on the date that the Council receives your letter or at a future date as advised in the letter.

- 7.3 The plot must be left in a clean and tidy condition and clear of any associated debris and rubbish at the termination of the tenancy. On receipt of termination of tenancy, the Council Representative will inspect the condition of the allotment. If the allotment is not in a well cultivated condition and cleared of any fixtures and fittings, then the Council

reserves the right to use your deposit to bring the allotment to a reasonable cultivated condition.

## **8. Termination by the Council**

- 8.1 By law the Council may end the tenancy without notice if the rent is in arrears for 40 days or more.
- 8.2 By law the tenancy of the allotment may be ended by the Council by re-entry after one month if the Council give you notice in writing:
- (i) that you have not within three months of the start of the tenancy (including any new tenancy) complied with these Rules and Regulations and any terms and Regulations displayed on the allotment site, or become bankrupt. (Act 1922.S 1)
  - (ii) that at the date of taking a tenancy of an allotment, the resident was living within the Town boundary, and has later moved to live more than one mile outside the Town.
  - (iii) by law the tenancy will also end on a no fault basis at the end of not less than 12 months written notice given to you by the Council expiring on or before the 6<sup>th</sup> day of April on or after the 29<sup>th</sup> day of September in any year. (Act 1950)
  - (iv) at the end of not less than 3 months notice in writing given to you by the Council that the allotment is required for any statutory purpose other than agriculture or building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
  - (v) if you have not at the end of thirty days after a written notice given to you by the Council requiring you to do so, put the allotment into a good state of cultivation and removed any weeds, unless there are mitigating circumstances (which remain confidential) such as illness, why you have been unable to do so. The plot must be left in a clean and tidy condition and clear of any associated debris and rubbish at the termination of the tenancy. On receipt of termination of tenancy, the Council Representative will inspect the condition of the allotment. If the allotment is not in a well cultivated condition and cleared of any fixtures and fittings, then the Council reserves the right to use your deposit to bring the allotment to a reasonable cultivated condition.
  - (vi) on issue of a notice to quit the tenant has the right to appeal and must inform the council within 14 days of the date on the notice. A representative of the NAS will be present alongside the council.

**Note:** Buildings are considered to be sheds, greenhouses, poly tunnels and food frames or cages.

Sheds should not exceed 7'6" (2.29m) in height and have a floor area not exceeding 36sq.ft (3.34sq.m). This would permit up to 6' x 6' (1.83m x 1.83m) or 7' x 5' (2.14m x 1.52m). The shed should be for allotment storage uses only.

Greenhouses should not exceed 50 sq. ft. (4.65sq.m), 8'x6' (2.44m x 1.32m).

Poly tunnels should not exceed 150 sq. ft. (13.9sq.m) 10'x15' (3.05m x4.57m).

Larger size buildings will not normally be permitted. Any larger size building will need to have supporting evidence to justify a variation (also refer to 4.4 & 5.12 in the rules above).

Hedges should not exceed 6' (1.32m) in height.

Chicken coops should look to be 2 to 3 sq. ft. per chicken inside the chicken coop, and 8 to 10 sq. ft. per chicken in an outside run.

Overall size shall be at the discretion of the Council.

***By signing the reply slip attached to the letter issued with this document the tenant of an allotment agrees to observe ALL the following Rules & Regulations as stated.***