



NORTHCHURCH PARISH COUNCIL

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## **NORTHCHURCH PARISH COUNCIL**

### **ALLOTMENT RULES POLICY**

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## **Allotment Rules**

This document forms part of a suite of documents which cover the aspects of leasing an allotment plot from Northchurch Parish Council (NPC). In addition to this document, there are the Allotment Conditions of Cultivation, the Allotment Dispute Policy and the Tenancy Agreement.

These Allotment Rules must be read in conjunction with the Allotment Conditions of Cultivation.

### **1. Allotment Law**

- 1.1. The Tenancy is subject to these Allotment Rules and the Small Holdings and Allotments Act 1908 (SHAA 1908), the Allotments Act 1922 (AA 1922), the Allotments Act 1925 (AA 1925) and the Allotments Act 1950 (AA 1960). General planning laws also apply to allotments.

### **2. Definitions and Interpretation**

- 2.1. Council /Us/We – Northchurch Parish Council
- 2.2. Tenant/s /You – The tenant/s that has or will sign the tenancy agreement for plots. This person will be liable for all aspects of the plot.
- 2.3. Plot - The area of land that has been leased to you within the Tenancy Agreement you will have signed.
- 2.4. Allotment site/Site – The entire area within the boundary markings where the allotments are.
- 2.5. Visitors – Anyone that you invite onto the allotment site with you

### **3. Inspections**

- 3.1. We will arrange and carry out regular site inspections to ensure that the plots are being used in compliance with these Rules and are well maintained. Any member of the Council may, at any time, access any plot or structure to carry out these inspections and to take photographs as evidence
- 3.2. Inspections and reports for the Council may also be undertaken by a member of the Northchurch Allotment Association.

#### **4. Eligibility – A tenant must:**

- 4.1. Be over 18 years of age.
- 4.2. Not already have an allotment in another area of Dacorum
- 4.3. Be on the waiting list.

#### **5. Co-workers**

You may enlist the assistance of family members to help you cultivate your allotment. These are known as co-workers.

- 5.1. You can register one co-worker per plot with the council.
- 5.2. The registered co-worker will be offered the allotment plot should you decide to terminate the tenancy, or in the case of death.
- 5.3. To be registered, the co-worker must also fit the eligibility criteria detailed above.

#### **6. Payment**

- 6.1. The rent is due annually on 30th October
- 6.2. Payment should be received via bank transfer no later than 30th November
- 6.3. Cash and cheques are not accepted forms of payment unless by special agreement with the Clerk
- 6.4. A deposit is payable before/on signing the Tenancy Agreement. This deposit will be returned at the end of the tenancy provided the plot is returned to NPC in equal or better condition than it was leased

#### **7. The Tenant must:**

- 7.1. Ensure the Parish Clerk has up-to-date contact details in the form of a postal address, a phone number and/or email address
- 7.2. Notify the Parish Clerk if they move away from the area or change address

- 7.3. Inform the Parish Clerk if they are temporarily not able to tend to their plot. Arrangements must be made by the Tenant to ensure the plot does not become overgrown and inform the Clerk of these arrangements
- 7.4. In the case of a prolonged absence, notify the Parish Clerk on a monthly basis of their intention to retain their tenancy
- 7.5. Clearly display their plot number in a prominent position at the front of the allotment plot
- 7.6. Dogs must be kept on the lead and not secured to any water tanks or piping from them.
- 7.7. Ensure any children under the age of 16 years old are accompanied by an adult.
- 7.8. Observe and perform any other special condition which we, from time to time, consider necessary to preserve the allotments from deterioration

#### **8. The Tenant must not:**

- 8.1. Underlet, assign or part with tenancy of the allotment or any part of it (Section 27 (4) of the Allotment Act 1908)
- 8.2. Cause any nuisance or annoyance to the occupier of any other plot
- 8.3. Harass, intimidate, or abuse anyone on the allotment site, Councillors or Council employees, including indirect threats towards or malicious comments about other tenants.
- 8.4. Use your plot for purposes other than cultivation e.g.
  - 8.4.1. Carry out any form of business or grow produce for sale.
  - 8.4.2. Store materials except for those to aid cultivation and maintenance.
  - 8.4.3. Store lubricants flammable or dangerous chemicals other than those used to fuel machinery for the maintenance of the site.
  - 8.4.4. Place harmful materials such as barbed wire, nails, and broken glass around the site for any reason
- 8.5. When lighting a bonfire, which should take place rarely, cause any smoke nuisance as defined by the Environmental Protection Act 1990 (Section 80).

- 8.6. Obstruct any path we have set out for other occupiers of the allotment site.
- 8.7. Live in or sleep overnight in any part of the allotment site.
- 8.8. Park overnight on any part of the Upper Allotment site.
- 8.9. During winter or wet conditions all cars must be parked in the allocated car parking spaces near the entrance gate in the Upper Allotment site

## **9. Harassment and Equal Opportunities**

- 9.1. We condemn all forms of discrimination, harassment or victimisation.
- 9.2. If you, or your visitor, cause or take part in discriminatory behaviour, harassment or intimidation, you will not be allowed to keep your allotment plot and we may inform the police.
- 9.3. We will not disadvantage anyone in their application for an allotment plot because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation

## **10. Termination of Tenancy**

- 10.1. On the death of a Tenant, any jointly held lease will be automatically transferred into the name of any surviving Tenant and for any sole Tenants the tenancy can be transferred to a family member, at the discretion of the Council.
- 10.2. The tenancy may also be terminated by the Council:
  - 10.2.1. With immediate effect if the rent payment is in arrears for not less than 40 days after 30 October
  - 10.2.2. If the Tenant is deemed to have breached the rules and exhausted the remedy process as set out in Section 11.
- 10.3. If the tenant wants to terminate the tenancy they must inform our Parish Clerk in writing confirming whether they want to
  - 10.3.1. give up the plot. In this case, the rent will not be reimbursed. The plot will subsequently be made available to the next individual on the allotment waiting list, who will be charged rent. Any deposit being held by NPC will be returned on completion of a satisfactory inspection.

10.3.2. transfer the plot to a family member. The family member will not be charged rent until the next allotment rent renewal date.

## **11. Breach of Rules**

11.1. If we suspect that you have breached these Rules the Parish Clerk will arrange for you to meet two representatives from the Parish Council, including the councillors and Parish Clerk, and/or a member of the Northchurch Allotment Association. The attendees and their position will be confirmed to you prior to the meeting.

11.2. If, following the meeting, we are satisfied you have breached the rules, we will require you, within an agreed timescale, to rectify the breach and make significant improvements. The Parish Clerk will send you a written confirmation of this requirement.

11.3. If you fail to comply with these requirements, a further review will be undertaken to assess whether allowing more time to rectify the original breach is reasonable. The Council is not obliged to allow additional time and may decide to terminate the Tenancy giving 30 calendar days' notice.

11.4. If the Tenant believes the above process has not been followed or they have not been treated fairly they can refer to the Allotment Dispute Policy.