



# **LEISURE GARDENS & ALLOTMENT RULES AND GUIDELINES**

**SEPTEMBER 2019**

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## 1. Introduction

Allotment rules and regulations can be complicated. The following rules, information and guidelines are intended to assist tenants to know what can and can't be done on the allotments. Although reasonably comprehensive they do not purport to cover everything and every eventuality but provide an idea of what responsibility tenants have. They also provide information to help ensure that they do not cause a nuisance to their neighbours and others or break legislation.

By issuing these guidelines, the Parish Council will endeavour not to interfere unduly with the running of each allotment site but will hope that each tenant will work with their neighbours to help regulate behaviour and assist in the smooth running of the site.

These rules and guidelines are made pursuant to Allotment Acts 1908 to 1950 and apply to all South Swindon Parish Council allotment sites.

## 2. Registering on the Waiting List

To register on the waiting list, applicants must complete and return an application form, which is available online by visiting the allotment page on the website or can be obtained by contacting the allotment administrator by email; [allotments@southswindon-pc.gov.uk](mailto:allotments@southswindon-pc.gov.uk) on person or by writing to South Swindon Parish Council. South Swindon Parish Office, Gladstone Street, Swindon. SN1 2AU or by telephone on 01793 312006.

Applicants may register on one or more of the waiting lists. A full list of sites and their locations are available on our website [www.southswindon-pc.gov.uk/services/allotments](http://www.southswindon-pc.gov.uk/services/allotments)

## 3. Priorities for Offers

3.1 Tenancies for allotment plots will be offered in the following order of priority:

- New applicants living within the Parish
- Second plot applicants living within the Parish
- New applicants living outside the Parish boundary
- Second plot applicants living outside the Parish boundary

3.2 The tenant conditions are that prospective tenants are:

- Individuals (applications for the benefit of companies, associations or other organisations must therefore be made on their behalf by a named person, who would be responsible throughout the tenancy.
- Over 18
- Residents of Swindon
- South Swindon Parish Council reserve the right to withdraw any person from the waiting list that we believe may be unsuitable tenants.

3.3 If a person named on the tenancy agreement dies, the plot will be offered to an immediate family member provided that the allotment is in a reasonable condition and last tenant has complied with the rules. The family member wishing to take on the plot must make the request to take on the plot as soon as possible. The Parish Councils decision as to whom we offer the tenancy is final.

## **4. Allocation of Tenancies and Other Allotment Users**

- 4.1** All new tenancies shall be allocated by us in accordance with the waiting list procedure.
- 4.2** Family members have limited priority to take on allotments if the tenant dies. **(3.3)**
- 4.3** You may allow other people to come on to the allotment site and/or help you cultivate your allotment. But, you must not:
- Assign your tenancy
  - Sub-let or otherwise part with possession of or pass on your allotment (or any part of it) to anyone else.
  - In any way, charge others for permission to use your allotment (or any part of it)
- 4.4** You are responsible for the conduct and activities of anybody you allow on the allotment site in accordance to paragraph **4.3**.
- 4.5** Tenants and visitors must act responsibly when on an allotment and not cause a nuisance to residents or other plot holders. Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.
- 4.6** Only allotment tenants, guests of allotment tenants and council operatives are allowed on the allotments. The public should not be accessing the allotments unless invited by a tenant or by the council.
- 4.7** In exceptional circumstances, for projects that have a community benefit, we may allow sub-letting of certain allotments. Such arrangements must be made with the Parish Council in advance.

## **5. Tenancy Preliminaries**

- 5.1** The tenancy of your allotment carries on indefinitely, rather than a fixed term. In legal terms, it is a yearly tenancy and continues running year by year from 1<sup>st</sup> October to 30<sup>th</sup> September or until it ends in accordance with section 17 and section 30.
- 5.2** It is not practicable for us to provide a plan identifying the precise boundaries of each allotment we let. Any dispute regarding boundaries should be referred to the Parish Office and any decision we make will be final.
- 5.3** Any unsafe structure that is left by previous tenants will be removed if they are deemed unsafe. Any structure that remains on the allotment plot becomes the responsibility of the new tenant; it will be their responsibility to maintain the structure in good repair.

## **6. Rent and Site Keys**

- 6.1** The rent year runs from the 1st October to the 30th September. A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.
- 6.2** The tenant must pay the invoiced rent within 40 days of the due date and at the time of invoicing may, if qualified, claim any special discounts the Parish Council offers.
- 6.3** The Parish Council give parishioners a discount to their allotment rents with a further concessionary discount available to any tenant over the age of 65. Evidence must be provided to the Parish office before this discount can be applied. The non-parishioner rent is based on the previous Swindon Borough Council charges.
- 6.4** Rent may be increased at any time provided the Parish Council takes reasonable steps to give twelve months' notice by way of signs on notice boards and gates, or by newsletters etc. Failure to give notice to any individual tenant will not invalidate the tenant's rent increase.

- 6.5 Site keys will be issued at the beginning of the tenancy at the current rate for the refundable deposit, replacement keys will also be charged at the same rate.
- 6.6 Key costs can be increased at any time to cover the cost to the Parish Council, any increase will be displayed on the site noticeboard.

## **7. Use of Your Allotment**

- 7.1 You must use your allotment wholly or mainly to produce flowers, fruit and vegetables for you and your family or household.
- 7.2 You must not use the allotment for trade or business.
- 7.3 You must cultivate your allotment and maintain it in a reasonable condition, with weeds kept under control and respecting the rights and safety of all allotment users. You must comply with the requirements of section 8 to section 16.
- 7.4 Please close all the gates when entering or leaving the site. When taking a vehicle onto the site, please drive at a speed appropriate to the site conditions and with due concern for the safety of other users on the allotment site. Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.
- 7.5 The erection of tents and other temporary structures, as well as overnight camping, is not allowed on allotment land.

## **8. Cultivation, Leaving a Section Fallow and Weed Control**

- 8.1 The cultivated area is defined as the area that is cultivated for herb, flowers, vegetable or fruit crops. Cultivation requires the tenant to regularly dig, mulch, or prune and weed 75% of the plot as well as the growing of green manures. Compost bins, polycarbonate greenhouses, water butts, poly-tunnels and fruit cages are also included within the cultivated area.
- 8.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains uncropped or unplanted during any one year will be considered as uncultivated. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from flowering weeds.
- 8.3 Only 25% of the section can be left fallow and no more than the 25% fallow section should be covered in any one year, there must also be evidence basic maintenance and should not cause nuisance to the neighbouring plot holders. You must inform the Parish Council if you intend to leave a section fallow, any section not reported will be classed as uncultivated.
- 8.3 Allotments that have areas that are unsuitable for production - such as heavily shaded areas, excessively sloping land or impoverished soils - may be allowed extended lawn and wildflower conservation areas. Extended grass areas must be agreed in writing with the Parish Council.
- 8.4 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the tenant will be sent a letter giving four weeks' notice to rectify the nuisance. A further inspection will be carried out up to 8 weeks after the notice period has expired and if there are no improvements in cultivation a notice of termination will be sent.
- 8.5 Invasive plants such as bamboo, all types of willow and fast-growing conifers (including Christmas trees) should not be planted as these can be invasive. If invasive plants are

not removed by the tenant, then the tenancy may be terminated, and plants removed at the tenant's cost.

- 8.6** The Parish Council encourages all tenants to restrict their use of chemicals on allotments but if chemicals are used, they should not stray or seep on to neighbouring plots. Wherever possible, tenants should advise their neighbours before chemical controls are used. The Parish Council will be exercising a total ban on all glyphosate based chemical weed killers by 2022 and reserves the right to prohibit the use of specific chemicals now or in the near future based on information at the time. Only breathable membrane can be used as weed control on allotments. The Parish Council now forbid the use of carpeting to be used on any part the allotment site. *Please refer to the SSPC Guidelines for Weed Control.*
- 8.7** Any plots that are not being cultivated to the Parish Council standards will receive an Improvement Notice when the quarterly plot inspections have taken place. *Please read section 17 on Plot Inspection's and what to do if you receive a Notice.*

## **9. Trees and Bushes**

- 9.1** To prevent encroachment and overshadowing of neighbouring plots, tenants should not plant trees and bushes over the height of 2.5 metres (or 8 feet) or allow any tree or bush to grow above 2.5 metres (or 8 feet). Tenants must not, without the consent of the Parish Council, cut or prune trees outside of their own allotment including any that are growing through perimeter fencing, or allow self-seeded trees to grow on their allotment.
- 9.2** Dwarf fruit trees are permitted and are included within the 75% of cultivated area. Where fruit trees are planted tenants are encouraged to plant productive crops beneath the trees to reduce the amount of uncultivated land on their plot.
- 9.3** Tenants should not allow their fruit trees to grow above 2.5 metres and may be required to prune trees to an acceptable height. Where trees are not pruned back to an acceptable height then the Parish Council reserves the right to prune back trees and charge the cost to the tenant.
- 9.4** All fruit trees should be selected to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres. Trees should be grown on dwarfing or semi dwarfing rootstocks and pruned so as not to exceed 2.5 metres in height to prevent causing a nuisance to neighbouring tenants.
- 9.5** The Parish Council may enter any plot, with or without the consent of the tenant, to remove oversized trees and plants as well as cut down excessive growth and will require the tenant to pay for such clearance and may also issue the tenant with notice to quit.
- 9.6** Trees should not be cut back during the bird nesting season, which runs from the 1<sup>st</sup> March - 1st September.

## **10. Hedges**

- 10.1** Tenants are responsible for maintaining any hedge or pathway on or abutting their plot. They should be kept to a height of around 2 metres with an absolute maximum height of 2.5 metres (8 feet). Hedge sides should be trimmed at least once per year so as not to obstruct pedestrian or vehicular access.
- 10.2** Hedges should not be cut back during the bird nesting season, which runs from the 1<sup>st</sup> March - 1st September.

- 10.3** No fast- growing conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.

## **11. Paths and Haulage Ways and Boundaries**

- 11.1** You must allow access through your allotment to other tenants where that is their only reasonable means of access to get to their allotment.
- 11.2** Shared paths – where plots are split, the tenant with the front plot must maintain a straight path to the rear plot that can easily accommodate a wheelbarrow. Paths within allotments must be kept free from flowering weeds and long overgrown grass by the tenant of the plot. It is a good rule of thumb not to let the grass on paths grow to more than six inches and keep all pathways clear of tripping hazards.
- 11.3** As a guide, a single main path of about 1 metre, as well as narrow internal paths - being spurs from the main path and about 0.50 metre - will also be included within the cultivated area. Wider paths may be necessary on steeply sloping plots or where raised beds require wider access. Plots that are adjacent to boundary fences/hedges must leave a 2-metre access pathway for maintenance.
- 11.4** If the tenant with a front plot wishes to change an access path or any means of access, this must be agreed with the tenant on the rear plot.
- 11.5** Excessively wide paths shall be included within the 25% uncultivated area.
- 11.6** Where car parking or vehicle access is permitted on an allotment site, the tenant must ensure that all haulage ways have free access for other users. Parking on the verges of other allotment plots is prohibited, use the car park spaces provided or park on your own plot. This will be included in the 25% of un-cultivated area.
- 11.7** Haulage ways must not be obstructed or parked on by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from allotment sites.
- 11.8** You must not:
- Use barbed wire at all.
  - Enclose your allotment to such an extent that it is inaccessible for inspection by officers of the Parish Council.

## **12. Structures and Fences**

- 12.1** Sheds and sided structures will be included within the 25% area allowed for non-cultivation. Poly-tunnels, polycarbonate greenhouses and fruit cages will be included within the cultivated area.
- 12.2** Structures must be placed at an appropriate edge of the allotment and in such a way as neither to interfere with boundaries or access nor cause nuisance or annoyance to other users of the allotment tenants or occupiers of neighbouring premises. Any structure must be at least two metres away from the rear boundary.
- 12.3** Any structure on the allotment must be temporary and maintained in a safe condition with an appropriate external appearance and condition. If the Parish Council is not satisfied with the state of the structure the tenant must either repair, it to the Parish Council 's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the Parish Council may remove it and charge the tenant the full cost of removal and disposal.
- 12.4** Tenants may put up one shed and no more than two greenhouses (including polytunnels) on their plot. Glasshouses and poly-tunnels should cover no more than 20% of the allotment. Permission from the Parish Council is required for erecting a shed and polytunnels, with tunnel size and layout to be agreed. *Please refer to the*

*SSPC Guidelines for Sheds & Structures for the application form.* No shed, poly-tunnel or glasshouse should exceed 2.5 metres in height. Structures should be positioned to ensure they do not throw shadow on to neighbouring plots nor obstruct paths especially when doors are open.

- 12.5** All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes). All structures must be removed before the end of the expiration of the tenancy.
- 12.6** Where a tenant agrees with the outgoing tenant to take on a plot with a structure then the new tenant is responsible for the structure being maintained in a safe condition.
- 12.7** Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and tenants are asked that the colour is in keeping with the natural environment.
- 12.8** The maximum size of a shed is 2.5 metres long x 2 metres wide x 2.5 metres high, (8 feet x 6 feet x 8 feet).
- 12.9** All structures must be adequately secured to the ground to prevent uplift with sheds and polycarbonate greenhouses requiring a footing on slabs bedded on sand.
- 12.10** Solid fences adjacent to neighbours' plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height. Permission must be sought before erecting any fencing.
- 12.11** Tenants should not attach or hang any materials to any Parish Council fencing. In the event of any resulting damage the tenant will be required to pay for any repairs or replacements.
- 12.12** Water capture equipment should be attached to all structures where possible.

### **13. Water, Bonfires and Other Restrictions**

- 13.1** Water should always be used wisely. Sprinklers and hosepipes are prohibited. Tenants should not use any form of unattended mains connected irrigation – such as open hose or seep hose irrigation. No tenant should use excessive quantities of water or monopolise the water supply to the detriment of fellow tenants.
- 13.2** Mains water will be available generally from 1st March to 31st October. Water supply is subject to seasonal restrictions and the Parish Council will abide by hosepipe bans and troughs should be used for watering allotments only and no other use.
- 13.3** Bonfires are permitted for the burning of untreated or unpainted woody waste. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood – is strictly prohibited as they emit toxic fumes.
- 13.4** The use of accelerants such as petrol, paraffin etc is strictly prohibited.
- 13.5** All open fires should be contained within an incinerator barrel; however, small contained fires will be permitted for barbequing.
- 13.6** Tenants are reminded that smoke from a bonfire could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or the smoke could affect the comfort or quality of life of the public. Such nuisance could result in action under the Environment Protection Act 1990. Tenants who light a fire within 50feet (15.24 metres) of the centre of a highway may also be guilty of an offence under the Highways Act 1980 so tenants should always take care if there is a need to light a bonfire.
- 13.7** Bonfires are not permitted before 6pm, fires must always be attended until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Unsafe fires or those producing excessive smoke may lead to prosecution and the tenant may be issued with notice to quit.

- 13.8 The Parish Council can, if necessary, prohibit bonfires on a specific plot and/or group of plots.
- 13.9 Before lighting a bonfire, ensure that no hedgehogs or other wildlife are present in the pile of material to be burnt.
- 13.10 Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the Parish Council.

#### **14. Waste Materials and Pollutants**

- 14.1 In addition to allotment rules, waste regulations apply to materials brought on site by tenants. New tenants should immediately advise the Parish Council if they find that toxic waste that may have been left on their plot by the previous tenant.
- 14.2 Waste from external sources, including green waste, should not be deposited on the allotment or any other part of the site as this may result in possible prosecution and notice to quit.
- 14.3 Tenants should not bring on site and use polluting materials such as tyres, asbestos and glass as this can be considered as illegal disposal of waste and could result in immediate notification and referral for prosecution. The bringing on site and use of rubble and hardcore for paths and other forms of construction is also prohibited. Generally, all items brought onto the plot should assist with crop production.
- 14.4 Tenants should not construct any structure on a hard surface. The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures are prohibited.
- 14.5 The use of glass bottles for any form of construction or raised bed is forbidden and could result in notice to quit.
- 14.6 All non-diseased vegetative matter should be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned in a domestic incinerator on the tenant's plot.
- 14.7 In the event that a tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on their plot, and if the tenant does not clear such materials, then the Parish Council reserves the right to clear such materials and reclaim the costs from the tenant.
- 14.8 If tenants witness someone illegally fly tipping rubbish onto allotment land, they should immediately contact the Police.
- 14.9 Tyres and carpet can no longer be brought onto the allotment any existing tyres and carpeting that remain on plots must be removed and disposed of when the tenancy is surrendered. Any carpet that is already on plots may remain if they are natural woven carpets, they must be regularly moved, any overgrown and unmanaged carpet will be in breach of the rules.

#### **15. Dogs, Hens, Bees, Wildlife, Ponds and Bog Gardens**

- 15.1 Dogs must not be brought onto allotments or any part of the site unless they are always kept on a short lead or otherwise restrained. Tenants who fail to keep dogs on leads or remove any fouling or allow their dog to become a nuisance to others may be barred from bringing their dogs to allotment sites and depending on the circumstances may receive notice to quit.
- 15.2 The burial of any pets or animals on any allotment land is strictly forbidden and will result in the tenant receiving notice to quit.
- 15.3 Cockerels are not allowed to be kept on an allotment. Any tenant that wishes to keep hens on their allotment must advise the Parish Council in writing and will be required

- to complete the *SSPC Guidelines for Sheds & Structures* and adhere to the *SSPC Guidelines for Keeping Hens* on your plot and sign the *Allotment Hen Agreement Form*.
- 15.4** The hens must be checked at least once a day, they must have adequate housing, diet and water.
  - 15.5** Any tenant that wishes to keep bees on the allotment must advise the Parish Council in writing and will be required to complete the *SSPC Guidelines for Sheds & Structures* and adhere to the *SSPC Guidelines for Bees on your Plot*.
  - 15.6** Prior to keeping bees on the plot, the tenant must register with the bee-keepers association and must be covered by third-party insurance. Membership and insurance must be maintained whilst keeping bees on the allotment, a copy should be submitted to the Parish Office to be kept on file.
  - 15.7** The beekeeper must have completed the BBKA Basic Assessment and must present his or her certificate before receiving permission to keep bees on the allotment within seven days if asked to do so.
  - 15.8** The beekeeper will ensure that a reliable daytime contact number for him or herself or a person competent at dealing with bees is displayed on the plot boundary.
  - 15.9** Allotment plots next to roads, public footpaths or cycleways are not suitable for the placement of beehives.
  - 15.10** The tenant must comply with any restrictions or regulations imposed by the Department for Environment, Food and Rural Affairs (DEFRA).
  - 15.11** Allotment sites may contain wildlife that is protected by law. For more detailed information on protected wildlife, please contact the government's wildlife agency [www.environmentlaw.org.uk](http://www.environmentlaw.org.uk)
  - 15.12** All wild birds and their nests and eggs are legally protected; it is an offence to kill them or deliberately destroy or disturb their nests or eggs.
  - 15.13** All native British reptiles are legally protected against deliberate killing or collection. Native British amphibians have some legal protection. The common frog, common toad and smooth newt are prevented from being offered for sale, the rarer great crested newt has a higher level of protection, it is an offence to intentionally kill, disturb or destroy the habitat of this species.
  - 15.14** It is an offence to deliberately kill or injure hedgehogs
  - 15.15** Ponds attract beneficial wildlife and are therefore permitted on plots with prior written agreement from the Allotment Office.
  - 15.16** The maximum permitted size of a pond is 1.5m at its widest point with a maximum depth of 50cm. Ponds must be covered with wire mesh to reduce the risk of accidents and warning signs must be prominently displayed.
  - 15.17.** Bog gardens should be no more than 2m at their widest point and must not show standing water.
  - 15.18** You may be required to remove any pond or bog garden when vacating your plot and reinstate the ground to its original height. Please consult with the Allotments Officer, as to whether this is required, as it may be detrimental to local wildlife to do so.

## **16. Plot Use and Storage**

- 16.1** The allotment is rented to the tenant for the purpose of cultivation of herb, flowers, vegetable or fruit crops.
- 16.2** Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it. Tenants should never use the allotment as a place of residence and/or sleep overnight.

- 16.3** Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use. Construction materials, paving and timber for infrastructure work must be used within six months.
- 16.4** Quantities in excess of the above would be unacceptable and the tenant may be ordered to remove them. Failure to do so will likely result in the materials being removed by the Parish Council and the tenant charged with the costs. The Parish Council may also terminate the tenancy.

## **17. Allotment Inspections and Notice Procedures**

- 17.1** There are four plots inspections annually. Inspection dates will be posted on the noticeboards. Within the first three months of tenancy the plot is expected to be under 25% cultivation, within 6 months 50% of the plot should be cultivated and by 12 months the plot should be at least 75% cultivated.

**Cultivation:** The inspectors are looking to see if most of the plot is being cultivated and cropped. If there are large areas towards the front or the rear of the plot that remain unworked, this will likely lead to the tenant receiving a cultivation improvement notice. *Please refer to section 8 on Cultivation and Weed Control.*

**Weed growth:** Where there are large areas of weeds, a weed improvement notice will be issued. Attention will be paid to seeding weed plants within beds. They will look at uncontrolled areas of perennial weeds such as brambles, nettles and unmanaged grass. During the summer months, most of the plot should be used for growing crops, plots covered in plastic will be liable for notice, as may a plot given over mainly to cut grass. During the autumn and winter months, the inspectors will be looking to see whether the plots that became weedy in late summer, are being cleared and improved. If you are using the winter months to improve your plot by clearing waste and improving cultivation, this will be considered. *Please refer to section 8 on Cultivation and Weed Control.*

**Waste and rubbish:** The level of waste will be assessed on the plot, in particular, new waste materials that have been brought onto the site. As the Parish Council does not remove waste materials from allotments, the tenant is expected to keep the materials they bring onto their plot to a minimum. *Please refer to section 14 for materials that are not permitted on the allotment site.*

**Structures:** All structures on allotments must be temporary and maintained in a safe order. If the Parish Council is not satisfied with the safe state of the structure the tenant must repair it to the satisfaction of the Parish Office or remove and dispose of it one month of instruction to do so.

### **17.2. Improvement Notices**

If there is an issue highlighted during the plot inspection, an improvement notice is sent to the tenant outlining what needs resolving and giving the tenant a minimum of 28 days before there is a re-inspection. The re-inspection may be carried out after 28 days. Any Improvement notice relating to cultivation or weed infestation will remain active for three months after it is issued, however it will remain on the tenancy notes for 12 months. Notices for waste on a plot or any other non-cultivated related issue, will remain active until the issue is addressed.

If on re-inspection, the issue has been addressed, no further action will be required. If the officer finds the issue has not been resolved, a second improvement notice is issued and a further 28 days to bring the plot up to the required acceptable standard. If there is no improvement a Notice to Quit will be issued, giving the tenant 1 weeks' notice to clear the plot of any personal possessions.

### **17.3 What action to take when you have received an Improvement Notice**

You need to inform the Parish Office of your situation, preferably by email or by using the [contact us](#) form on the website, well in advance of the expiry date on the notice. In exceptional circumstances, such as a medical condition or family bereavement, the tenant may be allowed extra time to resolve the issues. Any issues of concern should be reported to the Parish Council where an appropriate decision will be taken. The decision of the Parish Council is final.

## **18. Observance of Rules**

- 18.1** Tenants must observe and comply with current rules, regulations and policies and those which the Parish Council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions, policy changes etc.)
- 18.2** Changes will be posted online on the Parish Council's website [www.southswindon-pc.gov.uk](http://www.southswindon-pc.gov.uk), and may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements etc. Failure to observe rules may lead to tenants being given notice to quit. In certain extreme instances a breach of site rules may lead to the immediate termination of tenancy.
- 18.3** Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.
- 18.4** Tenants must observe and perform all conditions and covenants contained in the lease (if any) under which the Parish Council hold the allotment land.
- 18.5** Any officer of the Parish Council shall be entitled at any time to enter and inspect allotment plots.

## **19. Site Safety, Security and Duty of Care**

- 19.1** Tenants must not discriminate against, harass, bully or victimise any other person on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or if they are disadvantaged by any condition.
- 19.2** Tenants must not cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's person or property will be grounds for immediate termination of tenancy and be subject to possible prosecution.
- 19.3** The allotments and site or any structures on them must not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will receive an immediate termination of tenancy and possible prosecution.
- 19.4** In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the Parish Council reserves the right to end the tenancy of both parties. The Parish Council reserves the right to consult with the site representative regarding any such disputes.
- 19.5** Tenants have a duty of care to everyone, including visitors, trespassers and themselves and should indemnify themselves and the Parish Council against any possible claim.
- 19.6** Any structure or any other item considered hazardous should be removed after instruction from the Parish Council. Failure to do so may result in the Parish Council removing the structure or item, charging the full costs of such removal to the tenant and the tenant may also receive notice to quit.
- 19.7** Storage of fuels and hazardous materials is prohibited. Only chemicals necessary for gardening purposes can be stored. All chemicals must be locked away and out of reach of children. Manufacturer's instructions regarding safety, storage, mixing, disposal and

use must always be followed. The Parish Council recommends the use of organic alternatives wherever possible. Usage of fuels and hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your allotment, then please inform your site representative or the Parish Council.

- 19.8** Particular care should be taken when using a strimmer, rotovator and other mechanical or powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should always be worn.
- 19.9** Unsafe working practices may result in notice to quit and the tenant will be liable for any damage or injury caused by unsafe working practices.
- 19.10** Tenants must not use barbed or razor wire nor bring or allow to be brought onto the allotment any firearm or ammunition for a firearm or any projectile or device for launching projectiles.
- 19.11** The Parish Council will not be liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the allotment. Tenants are advised not to store any items of value on the allotment and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to their site representative and the Police.

## **20. Vandalism, Theft and Unauthorised Persons**

- 20.1** Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.
- 20.2** Parish Council officers or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.
- 20.3** The tenant is responsible for the behaviour of children and adults visiting their allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.
- 20.4** Vandalism or theft on the allotments should be reported to the police, using 101 (or 999 if the offenders are still on the site) and the Parish Office on 01793 312006.
- 20.5** Sheds are not designed for secure storage so please do not leave valuables in them. Please refer to the *Secure your Shed* leaflet.
- 20.6** Tools should not be left unattended on plots as they can be used as a lever to break into sheds.

## **21. Vermin & Pest Control**

- 21.1** The Parish Council arrange for vermin control on allotments using bait boxes placed at the site. If any dead vermin are seen on the allotments, please do not touch them and inform the Parish Office so that they can be disposed of properly. Shooting, poisoning and trapping are not allowed.
- 21.2** Wasps nests should be immediately reported to the parish office.

## **22. Plot Numbering and Public Notices**

- 22.1** Tenants should mark their allotment number on the outside of a shed or greenhouse, or on a post, and keep it clear and legible so as to be visible from the haulage way or main access path.
- 22.2** Parish Council or allotment site information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the Parish Council.

## 23. Site Representatives

There is usually a Site Rep appointed in a voluntary capacity by the Parish on each of the Allotment sites. They should be the first point of contact where possible for any tenant who has any site or plot concerns. The Site Rep will endeavour to answer these queries from the knowledgebase they have acquired over the years. Information about the Site Reps will be found on the Allotment noticeboard.

## 24. Change of Address and Notices

- 24.1 Tenants must immediately inform the Parish Council, in writing, of changes of address or status. Change of address form
- 24.2 If a tenant moves to an address outside of the boundary of South Swindon Parish Council, they will be charged the non-parishioner rate for rent for the remainder of the current year.
- 24.3 Notices to be served by the Parish Council on the tenant may be:
  - a) sent to the tenant's address in the Tenancy Agreement (or as subsequently notified to the Parish Council) by post, registered letter, recorded delivery or hand delivered; or
  - b) served on the tenant personally; or
  - c) placed on the plot.
- 24.4 Notices served under paragraph 18.3 will be treated as properly served even if it is not received.
- 24.5 Written information for the Parish Council should be sent to: South Swindon Parish Council. South Swindon Parish Office. Gladstone Street, Swindon. SN1 2AU or by email to [allotments@southswindon-pc.gov.uk](mailto:allotments@southswindon-pc.gov.uk)

## 25. Terms and Interpretation

In these rules the words used are to have the following meaning:

**Allotment:** A plot of land that is let by the Parish Council for the cultivation of herb, vegetable or fruit crops.

**The Parish Council:** South Swindon Parish Council.

**Tenant:** A person who holds an agreement for the tenancy of an allotment.

**Site:** Any area of allotments that are grouped together at one location.

**Rent:** The annual rent payable for the tenancy of an allotment.

**Site representative:** An allotment tenant who works as a spokesperson between the Parish Council and the tenants and helps oversee the allotment.

**Tenancy agreement:** A legally binding written document which records the terms and conditions.

**Haulage way:** A common route within the site for vehicular and pedestrian access to allotments.

**Authorised officer:** A member of staff of South Swindon Parish Council.

**Authorised person:** The tenant or invited guest.

**Cultivation:** Keeping the plot in good productive order by the maintenance and improvement of soil; the control and prevention of flowering weeds, ornamental plants, and herb, flower, fruit and vegetable crops.

**Paths:** Dividing paths between allotments.

**The non-cultivated leisure area:** Small area (no larger than 25% of plot) of grass, patio or built structures, for storage, pastimes, eating and/or relaxing.

## **26. The Parish Council 's Responsibilities:**

- 26.1 Administration:** keeping waiting lists, letting plots, rent collection, vacant plot management, terminations and enforcement of rules.
- 26.2 Repairs and Maintenance:** repairs to site perimeter fences, gates and water infrastructure; hedges and tree management.
- 26.3 Rubbish clearance:** to remove rubbish which has been fly-tipped – ***Tenants should not bring any items of rubbish on to the allotment site from outside. Anyone caught doing so is liable to having their tenancy terminated.***
- 26.4 Liability:** The Parish Council accepts no liability for damage or injury caused by or to tenants whilst on an allotment. The Parish Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotments.
- 26.5** Tenants will indemnify the Council against all costs, claims and liabilities, which may arise in connection with their tenancy.

## **27. The Complaints Procedure**

- 27.1** The Parish Council aims to provide a high quality of allotment service. If, however, you are unhappy with the service, please write to the Parish Clerk with your complaint or suggestion. If you are dissatisfied with the response, the Parish Council has a formal complaints procedure which is available from the Parish Council Offices.

## **28. Tenancy Termination**

The Parish Council may terminate allotment tenancies in any of the following ways:

- 28.1** By giving at least 12 months' written notice to quit.
- 28.2** At any time after three calendar months' written notice by the Parish Council that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions, or for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Parish Council will consult tenants and arrange relocation and appropriate compensation.
- 28.3** By giving one month's written notice to quit if:
  - a) the rent is in arrears for 40 days or more (whether formally demanded or not); or
  - b) the tenant is in breach of any of these rules or of their tenancy agreement; or
  - c) automatically on the death of the named tenant.
  - d) if the tenant becomes bankrupt or compounds with creditors.
- 28.4** The tenancy may also be terminated by the Parish Council or the tenant by giving at least 12 months' previous notice in writing expiring on or before 6th April or on or after 29<sup>th</sup> September in any year. (Allotment Act 1922. Section 1(1) (e))

## **29. Outgoing Tenants**

- 29.1** You may relinquish your plot(s) at any time by giving written notice to the Allotment Officer and leaving the plot(s) in an acceptable condition.
- 29.2** Outgoing tenants must remove any items or structures from their plot(s) before the end of their tenancy or offer any suitable structures for onward recycling.
- 29.3** The allotment site keys must be returned to the Parish Council within 14 days of the termination date of the tenancy.

- 29.4** The Tenant irrevocably appoints the Parish Council to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term or termination of the agreement. The Parish Council shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Parish Council in respect of any claim made by a third party in relation to that storage or disposal.

### **30. General Data Protection Regulations**

When you rent an allotment from South Swindon Parish Council, the information you provide will be processed and stored so that it is possible to contact you and respond to your correspondence, provide information, send invoices and receipts relating to your tenancy agreement. This information can only be accessed by the Finance Officer and the Allotment Administrator. Your personal information will not be shared or provided to any third party. Please refer to the *SSPC General Data Protection Regulations Policy* for more information and complete the *General Data Protection Regulations Allotment Tenants Privacy Policy* if you have not already done so. You can download a copy from the website [www.southswindon-pc.gov.uk/services/allotments](http://www.southswindon-pc.gov.uk/services/allotments).

### **31. Annual Plot Holders Meeting**

Please visit the website [www.southswindon-pc.gov.uk](http://www.southswindon-pc.gov.uk) for the date of the Annual Plot Holders Meeting that all tenants are invited to attend. This is usually held the last Thursday in September.