

Thornton le dale Parish Council/

Tenancy and Allotment Rules

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1. Introduction

- 1.1 The council has power to make rules in order to regulate the arrangements for the letting of individual allotments on its allotment sites.
- 1.2 These rules apply to all the council's allotment sites.
- 1.3 The council may need to amend these rules from time to time.
- 1.4 If amended rules are brought in, a copy of these will be provided to those directly affected as soon as is reasonably practicable. We will also provide a copy of current rules, on request, to anybody resident in the parish. A copy will be available on the Parish Council webpage <http://www.visitthorntonledale.co.uk/parish-council>

2. Allocation of tenancies and other allotment users

- 2.1 All new tenancies shall be allocated by us in accordance with our waiting list procedure which is set out in Appendix 1.
- 2.2 Family members have a limited priority to take on allotments if the tenant dies, as explained in the appendix. Otherwise, the out-going tenant's particular circumstances or wishes have no influence over the allocation when the tenancy ends.
- 2.3 You may allow other people to come on to the allotment site and/or help you cultivate your allotment but, subject to Section 2.4, 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 anybody else;
 - in any way, charge others for permission to use you allotment (or any part of it).
- 2.4 You are responsible for the conduct and activities of anybody you allow on the allotment site in accordance with Section 2.3.

3. Tenancy preliminaries

- 3.1 The tenancy of your allotment carries on indefinitely, rather than for a fixed time. In legal terms, it is a yearly tenancy and continues running year by year from *1st April to 31st March* until it ends in accordance with Section 12.
- 3.2 Any dispute about boundaries may be referred to us and our decision is final (see Section 11.8).
- 3.3 Before your tenancy begins we will remove any structure which is unsound.
- 3.4 You may use any remaining structure on your allotment but you will be responsible for maintaining it thereafter (see Section 7.3). You should therefore ensure you are prepared to assume that responsibility before you accept the tenancy offer, or ask us to reconsider our decision not to remove the remaining structure.

4. Rent

- 4.1 When your tenancy is due to begin, we will notify you of the rent for the remainder of the current year (*until 31st March*) and you must pay it immediately.
- 4.2 Thereafter you must pay your rent on or before *1st April* each year.
- 4.3 We will write to you at least three weeks beforehand with notification of the rent due for the coming year and details of how it can be paid.

5 Use of your allotment

- 5.1 You must use your allotment wholly or mainly for the production of fruit and vegetables for you and your family or household.
- 5.2 You must not use your allotment for trade or business, camping or staying there overnight.
- 5.3 You must cultivate your allotment and maintain it in reasonable condition, with weeds kept under control and respecting the rights and safety of all allotment users. You must comply, in particular, with the requirements of Sections 6 to 11 and the conditions and guidance set out in Appendix 2.

6 Boundaries and access

- 6.1 You must respect the boundaries of your allotment site.
- 6.2 You must not:
 - use barbed wire at all and/or fencing of more than 1.5 metres in height;
 - obstruct paths and other means of access that are reasonably required by other tenants to get to and from their allotments;
 - enclose your allotments to such an extent that it is inaccessible to inspection by us;
 - go on to other allotments except with the permission of the tenant (see Section 9.3).
- 6.3 Sections 3.2 and 11.8 deal with the resolution of boundary disputes.
- 6.4 You must allow access through your allotment to other tenants where that is their only reasonable means of access to get to their allotment.

7 Structures

- 7.1 Structure means shed, greenhouse, polytunnel and cold frame.
- 7.2 You must not install any structure on your allotment site unless you:
- get our permission to do so;
 - comply with the conditions and guidance for doing so;
 - maintain it in reasonable condition.
- 7.3 You must also maintain any structure that was not installed by you but remained on your allotment when your tenancy began. Section 3.3-4 deal with structures at a change of tenancy.
- 7.4 Appendix 3 deals with the factors to be taken into account as regards permissions, conditions and guidance for installations.
- 7.5 If you fail to comply with Sections 7.2 and 7.3 we may:
- ask you to remove it;
 - remove and dispose of it ourselves if you fail to do so and
 - recharge you for these costs.
- 7.6 As well, or instead of, proceeding in accordance with Section 7.5, we may enforce these rules in any other way, including, if we consider it necessary, by ending your tenancy (see Sections 11 and 12).
- 7.7 The above requirements for installation of structures also apply to alterations of structures if what is proposed would make the structure substantially different (as opposed to works of maintenance and repair).

8 Livestock

- 8.1 No livestock of any kind will be permitted on the allotments.

9 Use of the allotment site

- 9.1 You only have rights in respect of your allotment and the shared facilities of the allotment site.
- 9.2 You must:
- respect the safety of other users of the allotment site;
 - have regard for the security of the allotment site.
- 9.3 You must not:
- go on to other allotments expect with the permission of the tenant;
 - dump anything (including green waste) on vacant allotments or other parts of the allotment site except in the appropriate area;
 - in any other way make use of or cultivate vacant allotments or other parts of the allotment site;
 - have firearms (including air guns) or explosives on the allotment site.

- 9.4 You may only:
- use the shared facilities for the purposes for which they are intended. For examples, you must not use the water supplies for car washing. Appendix 2 deals with restrictions on watering your allotment.
 - have dogs on the allotment site if you keep them on leads and clear up any dog fouling.
- 9.4.1 At the discretion of the Council the cost of the water supply will be divided equally between the forty plots retrospectively.

10 Nuisance and annoyance

- 10.1 You must not do anything on your allotment or behave on the allotment site in a way that is (or is likely to be) a nuisance or annoyance to other people. It is not possible to list everything that is a nuisance or annoyance. Below are some examples of the most common kinds:
- rowdy behaviour, including excessive noise, shouting or swearing;
 - failing to respect boundaries in accordance with Section 6;
 - failing to comply with the rules as to use of the allotment site in accordance with Section 9.
 - Bonfires at unreasonable times etc. See Appendix 2 for guidance regarding bonfires.
- 10.2 You must not harass, intimidate or abuse anybody else on the allotment site.
- 10.3 Harassment includes, but is not limited to examples such as, offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion or belief; and indirect threats towards or making malicious allegations against people.
- 10.4 Remember that you are responsible for other people you allow on to the allotment site (Section 2.4).

11 Enforcement and disputes

- 11.1 We may come on to your allotment at any time to inspect it. Section 6.2 requires you to make your allotment accessible.
- 11.2 Unless it is urgent that we take immediate enforcement action against you, and subject to Section 11.4, we will contact you if we believe there is cause for complaint. That way we hope to resolve matters before they become a major problem.
- 11.3 During the first three months of your tenancy, we appreciate that it may take some time to bring your allotment under proper cultivation. If you are temporarily unable to cultivate it, you should tell us in order to avoid premature enforcement action.
- 11.4 In fairness to those on the waiting list, if it appears that you are not cultivating your allotment or you don't pay your rent on time, and you have not contacted us, to give a reasonable explanation, we will take immediate steps to end your tenancy. Section 12.3 explains how we may do this.

- 11.5 We will not tolerate persistent or serious breaches of any of these rules and will take action accordingly, by ending your tenancy, if we consider it necessary.
- 11.6 We may recharge you for any costs we incur in taking action to deal with any breach of these rules.
- 11.7 If you are not satisfied with the service we provide, you can use our complaints procedure.
- 11.8 Disputes between tenants about the implementation of these rules and related matters may be referred to us by any interested party for resolution. Our decision is final.

12 Ending the tenancy

A By you

- 12.1 If you want to end your tenancy, you may do so, with immediate effect, by giving us written notice accordingly (but we can manage the allotment site and the waiting list more efficiently, if you give us advance notice).

B Death

- 12.2 If you die during your tenancy, the tenancy ends immediately upon our being notified of or ascertaining the death. Section 2 and Appendix 1 (which supplements it) deal with the limited priority of your family members for a tenancy in these circumstances.

C By us

- 12.3 We may end your tenancy by re-entry at any time after giving you one month's notice if:
- the rent (or any of it) is unpaid 30 days after it is due (in other words, after 1st April in any year);
 - we are reasonably satisfied there has been any other breach of these rules (provided that, if the breach relates to cultivation of your allotment, at least three months has elapsed since the beginning of your tenancy);
- 12.4 We may end your tenancy by re-entry at any time after giving you three months' written notice if the allotment is required for some other purpose.
- 12.5 We may end your tenancy, in any circumstances, by giving you 12 months' written notice.

13 Matters arising at the end of tenancies

- 13.1 At the end of your tenancy, you must hand your allotment back to us in reasonable condition in compliance with these rules.
- 13.2 You may remove any of the structures that you have installed. Any that remain once the tenancy has ended will be removed by us or passed on to the next tenant (see Section 3.3) at our discretion.
- 13.3 Anything else that remains once the tenancy has ended may be removed by us.

- 13.4 We may recharge you our costs of putting right anything arising from your failure to comply with 13.1.

14 Giving formal notice

- 14.1 When we need to give formal notice to you about your tenancy we must do so in writing and by any one of the following three methods:
- handing it to you in person;
 - posting or delivering it to your address;
 - leaving it on your allotment so it is clearly visible.
- 14.2 Remember that your address is the one that you last notified us of in the context of your allotment. It is your responsibility to notify us of any change of address during your tenancy.
- 14.3 When you need to give formal notice to us about your tenancy you must do so by any one of the following three methods:
- e-mailing to Parish Clerk at mw.boden@tiscali.co.uk;
 - e-mailing to Councillor P Mills at bleachmill@btopenworld.com;
 - posting it to M W Boden, 18 Filey Road, Flixton, North Yorkshire, YO 11 3UF.

Appendix 1

Allocation of tenancies and other allotment users – waiting list procedure

Numbers in bold refer to the main rules (not the paragraph numbers of the appendix).

- 1. This appendix is supplementary to Section 3 of the rules and should therefore be read in conjunction with that part.*
- (1) Registering on the waiting list*
- 2 In order to register on the waiting list, applicants may contact the Clerk by letter at M W Boden, 18 Filey Road, Flixton, North Yorkshire, YO11 3UF or e-mail at mw.boden@tiscali.co.uk*
- 3 For the purposes of making offers (as explained in the next section of this appendix), the following provisions apply.*
- 4 The tenant conditions are that prospective tenants are:*
 - *Individuals*
 - *over 18;*
 - *residents of Thornton Le Dale Parish;*
 - *not people we have information about that would give us reason to believe they would be unsuitable tenants (in other words, evidence that they may not comply with these rules if offered a tenancy).*
- 5 If a tenant dies then the plot returns into the hands of the Council who will decide who qualifies as the new tenant.*

- 6 *We retain discretion to operate allocations with a degree of flexibility in order to meet local circumstances. We will do this to help make sure that those without an allotment tenancy and on the waiting list have a fair opportunity of being offered one*
- 7 *We will consider requests by existing tenants to exchange allotments with each other or for another available.*
- 8 *Where a family member or a waiting list applicant would qualify for an offer if they did not already have an allotment tenancy, we will consider requests to give up that tenancy in order to qualify. This may be advantageous where the existing tenancy is for one of the smaller allotments.*
- 9 *We will not permit arrangements if they disadvantage those on the waiting list who do not already have an allotment tenancy.*
- 10 *When an allotment becomes available, we may offer more than one tenancy (in other words we may offer two or more tenancies of what will then be smaller allotments). We will take into account the length of the waiting list. Should an applicant refuse a plot that is offered as they prefer a different plot, then their name will be moved to the bottom of the waiting list.*
- (5) *Removal from waiting list*
- 11 *Applicants will be removed from the waiting list when either they have accepted an offer or they have refused three offers. But in either case (immediately or at any time thereafter) applicants may re-register on the waiting list (as new applicants with no accrued priority).*

Appendix 2

Use of your allotment – conditions and guidance

Numbers in bold refer to the main rules (not the paragraph numbers of the appendix).

- 1 *This appendix is supplementary to Section 5 of the rules and should therefore be read in conjunction with that part.*
- (1) *Storage of materials*
- 2 *You may only keep items on your allotment that are for use on it, for example, you must not store vehicles there.*
- 3 *You must comply with current regulations relating to the use of chemicals and harmful substances. You should select sprays and dressings that will minimise harm to people and wildlife. Spraying must be carried out carefully, so as to avoid damaging plants on neighbouring plots.*
- 4 *You must not:*
 - *allow excessive plant and other organic waste to accumulate on your allotment – arranging to compost waste of that kind wherever possible;*
 - *bring asbestos based products on to your allotment;*
 - *use concrete on your allotment (except for pre-cast products laid on a loose bed);*
 - *remove from your allotment any soil, gravel, sand, stones or other minerals.*

- 5 *You should only:*
- *store timber, scrap or similar materials that are intended for use for allotment purposes sparingly. And you must remove them if they have not been put to use in compliance with these rules within six months.*
 - *use carpet, underlay or similar material sparingly and you must remove it before it disintegrates or becomes overgrown with vegetation.*

6 *Remember that you are liable for our costs of putting right anything arising at the end of your tenancy (see Section 13). Dealing with residual concrete, timber scrap and old carpet etc is one of the most time-consuming and expensive tasks when allotments become vacant.*

(2) *Bonfires*

7 *Bonfires should only be occasional, limited to organic waste that is not suitable for composting, and using only material that is sufficiently dry and seasoned so the fire is quick and hot. Large quantities of timber should not be burnt.*

10 *You may only have bonfires between 1st October and 31st March and between 9am and sunset.*

11 *You may only burn material generated from your allotment – you must not bring material from elsewhere to burn.*

12 *You must ensure that the location of the fire and the weather conditions are safe.*

13 *You must not:*

- *use petrol, paraffin or other accelerants;*
- *leave a bonfire unattended – you must remain present until the fire is fully extinguished;*
- *burn non-organic waste (for example, plastics and carpet).*

14 *Before lighting a bonfire, ensure that no hedgehogs or other animals are present in the pile of material to be burnt, if necessary by moving it to another location.*

15 *Remember that you may only have bonfires on your allotment, not elsewhere on the allotment site (see Section 9.1).*

(3) *Watering*

16 *You may use hosepipes provided you do not leave them unattended, connections are watertight and you comply with hosepipe bans or similar restrictions imposed.*

17 *You must not use a sprinkler system.*

18 *Remember that you must not use the water supply except for your allotment (see Section 9.4).*

(4) *Trees*

- 19 *You may only plant orchard trees (in other words edible fruit and nut trees) but no more than three.*
- 20 *Trees must be planted at least two metres away from the boundary of neighbouring allotments so that the mature canopy does not overhang neighbouring allotments.*
- 21 *Remember that you must keep weeds under control (see Section 5.3). You must therefore ensure that woody weeds (for example, self-sown sycamores) do not develop.*
- (5) *Rats, traps*
- 22 *Should you find rats on your allotment site, you are responsible for dealing with them. You may set traps to catch or kill rats. You must ensure that they are regularly checked and do not endanger other wildlife, people or pets. You may use, but at your own expense, a pest control officer or contractor.*
- You may only set traps to catch or kill rats.*
- (6) *Allotment numbering*
- 23 *You should display the plot number on your allotments. One of the main difficulties in ensuring that vacant allotments are re-allocated efficiently is that prospective tenants cannot easily identify the allotments in question.*
- (7) *Public liability*
- 24 *Bear in mind your responsibility as tenant for the safety of your allotment. Some insurance companies offer public liability cover through home policies and you should make your own enquiries as necessary.*

Appendix 3

Structures – permission, conditions and guidance

Numbers in bold refer to the main rules (not the paragraph numbers of the appendix).

- 1 *This appendix is supplementary to Section 7 of the rules and should be read in conjunction with that part.*
- 2 *The meaning of structure for these purposes is defined in Section **7.1**.*
- 3 *Your application for permission to install a structure must be accompanied by a specification of the proposed structure, including dimensions and a sketch.*
4. *You must check if any other permission is required, in addition to our permission as owner of the site, such as planning permission. We shall need to see a statement from the planning authority if permission isn't needed and the planning permission itself if permission is granted. The local planning authority is Ryedale District Council, Ryedale House, Malton, YO17 7HH. 01653 600666.*
- 7 *No more than 15% of your allotment may be used for structures.*

- 8 *The schedule at the end of this appendix sets out the maximum dimensions for other common structures for which permission may be given.*
- 9 *Structures must be placed at an appropriate edge of the allotment and in such a way as neither to interfere with boundaries or access (see Section 6) nor cause a nuisance or annoyance to other users of the allotment site or owners or occupiers of neighbouring premises (see Section 10).*
- 10 *Buildings should be sectional and constructed of new or perfectly sound second-hand material. Brick buildings are not permitted.*
- 11 *Bases should be constructed of sleepers, precast paving stones or loose bedded brickwork or similar non-permanent material.*
- 12 *Water capture equipment should be attached to all structures where possible.*
- 13 *Section 5 and Appendix 2, which supplements it, deal with use of your allotment and should be borne in mind. Remember, in particular, that asbestos and concrete must not be used anywhere on your allotment.*
- 14 *Section 13 deals with matters arising at the end of tenancies and has particular relevance to removal of structures and potential recharges.*
- 15 *Permissions will contain the full conditions and guidance to which they are subject.*

Schedule to Appendix 3

Maximum dimensions for common structures (All dimensions are in metres)

<i>Structure</i>	<i>Length</i>	<i>Width</i>	<i>Height</i>	<i>Area</i>
<i>Greenhouse/Polytunnel</i>	<i>3.7</i>	<i>2.5</i>	<i>2 (eaves) 2.6 (ridge)</i>	<i>9.25m²</i>
<i>Shed</i>	<i>2.5</i>	<i>1.8</i>	<i>2 (eaves) 2.6 (ridge)</i>	<i>4.5m²</i>

Appendix 4

Guidance about wildlife on allotment sites

- 1 *Allotment sites may contain wildlife that is protected by law. In most cases, the presence of protected species will not affect your normal allotment activities. For more detailed information on protected wildlife, please contact the government's wildlife agency.*

- 2 *All wild birds and their eggs and nests are legally protected and it is an offence to kill them or deliberately destroy or disturb their eggs or nests.*
- 3 *All native British reptiles are legally protected against deliberate killing or collection. Slow worms and grass snakes are the species most likely to occur on allotments. Both species are harmless to humans, and slow worms in particular, are beneficial as they eat slugs and other garden pests. Reptiles like to hide away and if found they should be left alone.*
- 4 *All native British amphibians have some legal protection. In the case of the three species most likely to be found on allotment sites (common frog, toad and smooth newt) this only applies to preventing them from being offered for sale. The great crested newt has a higher level of protection, and it is an offence to kill, disturb or destroy the habitat of this species intentionally.*
- 5 *The hedgehog, another beneficial animal that eats garden pests, is often found on allotments and it is an offence to deliberately kill or injure one.*
- 6 *If you discover a bee swarm or wild colony on the allotment site you should tell us as soon as possible.*

Signed (by the Tenant)**Dated** / / Plot No.

Address

.....

Post Code..... **Tel. No (including area code)**.....

Email address