



The Tenancy Regulations Handbook

Between Stotfold Town Council (agent of the Landlord: The Eleemosynary Charity) and Individual Tenants of Common Road Allotments

The tenancy regulations between Stotfold Town Council as the agent of the landowner and the Tenant (the plot holder) are set out in full in this handbook

Please read and retain for future reference



CONTENTS

1. Nature of Tenancy
2. Allotment Plots
3. Conduct
4. Risk Assessments
5. Rent
6. Cultivation and Use of Allotments
7. Non Cultivation
8. Plot Boundaries
9. Encroachment on Other Allotments & Paths
10. Water
11. Trees and Fruit Bushes
12. Bees and Livestock
13. Bonfires
14. Manure / Compost, Waste and Refuse
15. Fuel and Other Flammables
16. Chemicals
17. Structures: Sheds, Greenhouses and Polytunnels
18. Plot Markers and Notice Boards
19. Perimeter
20. Deliveries
21. Vehicles
22. Security
23. Maintenance
24. Council Officers
25. Dogs
26. Change of Contact details
27. Termination / End of Tenancy
28. Allocation of Vacant Allotment Plots

Allotment Garden Rules – defined in conjunction with Tenancy Agreement as Terms and Conditions The tenancy rules are subject to the Allotment Acts 1908 to 2022 and the Regulations endorsed in this agreement and also to the following conditions:

1 NATURE OF TENANCY

The tenancy is a yearly tenancy beginning on 29th September in the year specified in the tenancy agreement. Tenancies starting through the year will also have a renewal date of 29th September.

2 ALLOTMENT PLOTS

Allotment plots are available as full and half size at Common Road Allotments. Within these designations not all plots are of the same size.

3 CONDUCT

- a. Each Tenant is responsible for their actions and use of the allotment gardens.
- b. It is important not to cause or permit any nuisance or annoyance to the occupier of any other allotment plot, or neighbouring resident. An obligation on you not to do anything includes an obligation not to cause it or allow it to be done by anyone else.
- c. Each Tenant is responsible for their health and safety. It is suggested that you carry a mobile phone in case you need to call for help.
- d. The Tenant shall not enter onto any other Allotment at any time without the express permission of that plot holder.
- e. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder.
- f. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- g. The allotment may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment.

4 RISK ASSESSMENTS

The Landlord shall undertake all risk assessments on their sites.

5 RENT

- a. The rent is to be paid in advance and without deduction, unless otherwise agreed with the Landlord by the twenty-ninth day of September in every year during the continuance of the tenancy and you are charged for the whole allotment season (29th September to 28th September).
- b. 12 months notice of rent increase will be given by the Landlord in the preceding year to take effect the following year.
- c. Water supply shall be included in the rental charge.
- d. There are no deductions for taking on a plot tenancy part way into the allotment tenancy year with the following exceptions:
 - i. If it is within the last 4 months of the tenancy period, where Tenants are charged half allotment tenancy fees for the remainder of that year;

- ii. If the allotment plot is very overgrown, the tenancy fees for the remainder of that tenancy year are left to the discretion of the office as to fees level.
- e. If the rent remains unpaid for a period of not less than 40 days, the plot is considered vacant and will be let to the next person on the waiting list.
- f. A deposit of one years rental is due on taking the allotment. The deposit will be placed in a holding account with no interest accrued. The deposit will be refunded when the tenancy ends, subject to the allotment being in no worse condition than when the tenancy began. Photographic evidence will be used to record the state at the beginning of the tenancy. If the allotment is not left in good order the deposit will be retained and used towards the cost of clearing it for the next Tenant.

6 CULTIVATION AND USE OF ALLOTMENT

- a. The allotment plot is only to be used as an allotment garden, wholly or mainly for the production of vegetables or fruit for consumption by the Tenant or their family and for no other purpose; sale, trade and/or business is strictly prohibited.
- b. Tenants must not assign, underlet, part with possession, or share possession of the allotment or any part of it. While on holiday or ill for short periods, Tenants can authorise someone else to look after the allotment in their absence, and Tenants should notify the council office of this and provide the name of the person assisting.
- c. The Tenant must keep to the confines of the allotment plot let to them and not extend further than the plot assigned.
- d. The maximum area for hard landscaping e.g. Patio, internal paths and area for a shed, compost bins, water storage etc. is 20%.
- e. The plot must be kept free of hazards, e.g. broken glass, scrap metal, wood with nails protruding etc. Glass is banned on site.
- f. It is important not to cause or permit any nuisance or annoyance to the occupier of any other allotment plot or obstruct or encroach on any path or roadway for the use of the occupiers of the allotment gardens within the allotment site.
- g. Any plants grown abutting the plot perimeter must be properly cut and trimmed and all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, and keep in good repair any plot fences, gates and structures on the Tenant's plot.
- h. The plot is to be kept free of weeds as practicable and in a good state of cultivation and fertility and in good condition.
- i. The plot needs to be planted, cropped, harvested, or being prepared. It is not sufficient to simply keep them clear of weeds, but to leave them un-planted.
- j. In the main growing season, the expectation is to see fruit or vegetables being grown, maybe flowers, which are good for wildlife.
- k. In the winter months, the expectation is to see any ongoing and winter crops or:
 - i. beds dug over ready for the winter frost;
 - ii. or, if no dig methods are being used - a clean bed with no weeds,
 - iii. growing areas being prepared (and possibly use of weed suppressant coverage).
- l. New Tenants sometimes take on a mess of overgrown weeds. After many months on the waiting list, it is assumed that the Tenant is raring to go. So, it is not unreasonable to expect a new Tenant to have at least 25% of their plot cultivated in their first three months on site.
- m. The expectation would then be up to 50% of the Tenant's plot cultivated after 6 months of taking tenancy. By 12 months the expectation is 75% cultivation. In year two and beyond, 75% minimum of the plot should be cultivated.
- n. Weeds and weed seeds from Tenants' plots and on the plot boundary do not just affect that plot, they are a nuisance to all. So, in order to be fair to other tenants, it is expected that the

plot be cultivated in a way that does not interfere with the enjoyment of neighbouring plot holders or sabotage their efforts to keep a weed-free plot.

- o. Absentee gardening: There is nothing wrong with getting a little help from family and friends, but it is expected that the Tenant will usually be in attendance, and will be the main contributor to the allotment, otherwise it will be assumed that the Tenant has neither the time nor interest to maintain the allotment. If the tenant is ill or hospitalised, or there is an issue with long-term non-capability then tenant MUST advise the Council.
- p. Biodiversity is part of the Council Strategy and allotments can make an important contribution as they provide a variety of habitats: unmanaged plot margins, compost heaps, nectar producing plants, hedges, trees and buildings. We encourage tenants to think about use of pesticides and herbicides as well as inorganic fertilisers, to reduce their effects on wildlife and wildflowers. 'Bug hotels', companion planting, composting and mulching are also encouraged.

7 NON-CULTIVATION

- a. Regular allotment inspections are carried out. Tenants will be given written warning if it is felt that they are not cultivating their allotment plot to an acceptable standard. These warning letters/emails will list the results of the inspection and give the Tenant an opportunity to explain their circumstances and address the non- cultivation.
- b. If the Tenant chooses not to address the specified concerns, or they continually allow their plot to fall below acceptable standards, they will be issued with a Notice to Quit and forfeit their plot.
- c. If remedial action is not taken within the agreed timeframe then the Council reserve the right to issue a Notice to Quit.
- d. Tenants are required to keep the allotment gardens free of rubbish and waste materials
- e. Mitigation – may include hospitalisation or medical issues or death of family member, Tenant needs to notify the Council for us to take this into consideration.

8 PLOT BOUNDARIES

- a. Tenants must keep all their boundaries with adjacent properties clear of waste and debris.
- b. Tenants may erect fencing around their plot, but no solid fencing above 2ft 6in (76cm).
- c. Tenants must not erect any fence of barbed wire or razor wire.

9 ENCROACHMENT ON OTHER ALLOTMENTS AND PATHS

- a. Tenants shall not enter any other plot at any time without the express permission of that plot's Tenant.
- b. Tenants must supervise their own or visiting children at all times when visiting the Tenant's plot or allotment site. They are fully responsible for the actions of the child(ren) whilst on site and must ensure they do not enter another plot at any time without the express permission of that plot's Tenant. This is also true for any persons accompanying the Tenant. No unaccompanied minors (under 16) are permitted at any time.
- c. Tenants must not remove produce from another allotment without the express consent of the plot's Tenant.
- d. It is important not to cultivate or encroach on any path or roadway for the use of the occupiers of the allotment gardens within the allotment site.

10 WATER

- a. As far as possible, Tenants should conserve water. Water butts should be covered and consider mulching as a water conservation practice.
- b. Tenants must **not** attach a hose to the taps provided.
- c. Tenants must consider other allotment holders when you take water from the water taps that have been provided.
- d. Tenants should stick to the following guidelines:
 - water in the evening to reduce water loss by evaporation if possible.
 - collect and store rainwater where you can
 - mulch to retain moisture.
- e. Report leaks to the Stotfold Town Council office straight away.

11 TREES AND FRUIT BUSHES

- a. Tenants must not plant trees or fruit trees on the allotment plot. With the written permission of the Landlord dwarf fruiting trees may be planted in pots, so that they can be taken from the plot upon tenancy end by the Tenant.
- b. Planting of fruit bushes also requires the permission of the Landlord, listing the varieties requested, which must be low growing species.
- c. Tenants must consider the effect of any existing trees on your plot on neighbouring allotment plots, and prune as necessary.
- d. Tenants must not cut or prune any trees not falling within their plot.
- e. Tenants must request permission for erection of a fruit cage

12 BEES AND LIVESTOCK

- a. The keeping of bees or livestock is not permitted on either Allotment Site. Instead, tenants are encouraged to plant bee friendly plants to encourage pollinators and consider providing bug hotels.

13 BONFIRES

- a. Bonfires are not allowed on the Common Road Allotments by order of the Charity. This is due to the location of nearby houses.

14 MANURE/COMPOST, WASTE AND REFUSE

- a. The Tenant may keep manure or compost in quantities reasonably required for cultivation on their plot.
- b. The Tenant shall not deposit or allow other persons to deposit on the allotment plot any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation).
- c. Tenants must not place any matter in the hedges, ditches, or dykes in or surrounding the allotments site.
- d. Foam backed carpets and underlay must not be used on the allotment plot.

15 FUEL AND OTHER FLAMMABLES

- a. Fuel such as petrol and diesel must be stored off-site.
- b. Oil, lubricants or other non-flammable liquids (except for fuel):
 - i. must be for use in garden equipment only.
 - ii. must be stored in a locked shed, and
 - iii. must be kept in an approved container of no more than 5 litres capacity.

16 CHEMICALS

- a. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases, or vegetation.
- b. Application of these products must not be detrimental to the cultivation of allotments nearby, nor may it annoy nearby Tenants.
- c. The use and storage of chemicals must be in compliance with government regulations: The Control of Pesticides Regulation Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002).

17 STRUCTURES - SHEDS, GREENHOUSES AND POLYTUNNELS

- a. Except with the Landlord's written consent, you may not put up a building on the allotment.
- b. Consent will not generally be refused for: a garden shed or greenhouse or a polytunnel provided it meets the Landlord's size parameters
- c. However, second or third structures on the same plot or co-joined plots are discretionary, as only 20% of the plot can be used for buildings and other structures, including compost bins.
- d. Structures are to be located on non-permanent bases and no asbestos is to be used in the construction whatsoever.
- e. The Landlord does not permit glass in any form, for example sheets, greenhouses or cold frames and recommend polycarbonate, perspex or other alternatives.
- f. The storage of oil fuel lubricants or other flammable liquids shall not be stored in any shed except in an approved container maximum of 5 litres for use in garden equipment only.
- g. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Landlord, failing to do so after a warning may result in an instruction to remove the structure.
- h. At the end of a tenancy there will not be any compensation for any structure the Tenant has put up. However, the Tenant may dispose of it before they quit the allotment. If a Tenant wishes to leave it for the next Tenant, it must be in good repair and have the permission of the Landlord to do so. The Tenant must then leave the allotment plot clear and tidy to the Landlord's satisfaction.

18 PLOT MARKERS AND NOTICE BOARDS

- a. Tenants must display any plot marker provided, ensuring that it is always visible.
- b. Site notice boards are for the utilisation of the Landlord for providing information to the plot holders.
- c. Tenants shall not erect any notice or advertisement on the allotment notice board without prior consent of the Landlord.

19 PERIMETER

- a. Tenants must not deposit any stones or other refuse or rubbish on any part of the Allotment site and perimeter.

20 DELIVERIES

- a. Deliveries must be unloaded direct to the plot and not left on the allotment site.
- b. If a Tenant arranges a delivery to their allotment, they or someone nominated by them, must be there to accept delivery.
- c. The combination code to the entrance gate must not be given to the deliverer.

21 VEHICLES

- a. Vehicles must be parked in the designated areas and must not obstruct haulage ways.
- b. Common Road Allotments Site: Tenants may drive onto the site and park next to the Community Orchard. Tenants must not obstruct access for other users and your vehicle must be removed once this is done if there is no parking space.

22 SECURITY

- a. The Town Council/ Charity will not be held responsible for loss by accident, fire, theft, or damage by any means from any allotment. The landlord suggests that all plot holders arrange their own insurance to cover these risks.
- b. The Tenant will be given the combination code to the main allotment site gate, on receipt of the first annual rent.
- c. The combination code must not be shared.
- d. Be aware that any equipment or tools stored in sheds, greenhouses or polytunnels are at the Tenant's risk.
- e. It is recommended that Tenants take out insurance to cover sheds, equipment and produce and possibly themselves also.
- f. For the protection of lone Tenants and prevention of unauthorised visitors, the main gate must always remain locked. Tenants must lock the gate behind them when they enter the site and when they leave the site.

23 MAINTENANCE

- a. The Landlord shall take measures to maintain the sites perimeters, any main haulage-way and water taps.

24 COUNCIL OFFICERS AND LANDLORD'S AGENT

- a. An officer or Agent of the Landlord may inspect your allotment and any shed, greenhouse or polytunnel on it. You must allow that officer or Agents access at any reasonable time.
- b. Tenants must comply with reasonable directions given by officers or Landlord's Agent.

25 DOGS

- a. Do not allow any dog to be brought on to the allotment site unless it is kept on a lead and under the full supervision of its owner.
- b. Dogs are not allowed to be kennelled overnight and Tenants are to clear up any dog fouling.
- c. Dogs must not be allowed to access any other plot than your own.

26 CHANGE OF CONTACT DETAILS

- a. The Tenant must notify us if they change their address, email, or telephone number.

27 TERMINATION/END OF TENANCY

- a. The tenancy ends in any of the following ways:
 - i. after the Tenant moves out of the area;
 - ii. after the death of the Tenant;
 - iii. if the Landlord or agent of the Landlord gives the Tenant written notice, or the Tenant gives us two months written notice, during which time the plot is to be kept free of weeds.
 - iv. if the Landlord or agent of the Landlord gives the Tenant 12 month's written notice, unless there is a breach of tenancy and subsequent forfeiture.
- b. The Tenant can serve their two months' notice on the Landlord by letter, addressed to Allotments Officer, Stotfold Town Council, The Greenacre Centre, Valerian Way, Stotfold, Hitchin, Herts SG5 4HG email: enquiries@stotfoldtowncouncil.gov.uk
- c. The Landlord can serve notice on a Tenant in one of the following ways:
 - i. by hand delivery or by post, in either case to their last address known to us;
 - ii. by email to the Tenant's last known email address to us;
 - iii. by fixing it conspicuously on the allotment if the Landlord has not been able to reach the Tenant by phone or post.
- d. Termination by forfeiture - the Landlord or Agent of the Landlord may enter your allotment and end the tenancy by forfeiture, giving one month's notice if:
 - i. the rent or any part of it is unpaid for at least 40 days, whether or not we have legally demanded it, or;
 - ii. If the Tenant is not duly observing the conditions of their tenancy or if they are in breach of any of the rules.
- e. The Landlord will give Tenants reasonable written notice of the breach of rules for which they are intending to forfeit the tenancy. The Landlord will give the Tenant an opportunity to put the breach right if they can within a specified timescale. If they do, the tenancy will not be forfeited. A repeat of the breach would result in immediate forfeiture.
- f. If a Tenant forfeits their plot, they will not be able to apply for a new plot until 24 months from the date of termination.
- g. When the tenancy ends (however that happens):
- h. Tenants must give up the allotment to the Landlord in the clean and tidy state required by these rules and remove any personal possessions.

- i. If the Tenant's allotment plot is not left clean, tidy and weed free, the Landlord may charge the Tenant for returning it to a satisfactory state (Allotments act 1950)
- j. Deposit refundable unless the allotment has not been left in a condition deemed satisfactory and work is required to make the allotment available for the next tenant.

28 ALLOCATION OF VACANT ALLOTMENTS

- a. Vacant allotment plots are allocated to people on the waiting list kept by the Landowner, with priority to those who live in the parish of Stotfold.
- b. If there is no one from Stotfold Parish able or willing to take on a plot, it is then offered to non-residents on the waiting list who live in the vicinity.
- c. Allotment plots are not transferable. Therefore, if an allotment Tenant dies the plot will be offered to the next person on the waiting list, unless there is a joint tenant named on the original tenancy agreement.
- d. Tenants are allowed a maximum of one full plot (2 half-plots) to maximise allotment enjoyment for the community.

DATA PROTECTION ACT.

By signing the tenancy contract, Tenants agree that Stotfold Town Council may hold personal data such as: address and telephone numbers on our database. This information will only be used by Officers and Members of the Town Council in the performance of their duties, in regard to the allotments.

ALTERNATIVE FORMATS

Disability Discrimination Act 1995 and Public Sector Bodies (Website and Mobile Applications) (No. 2) Accessibility Regulations 2018.

Copies of this document in large print (A3 format) or larger font size, or any tables contained within this document in a screen reader accessible format can be made available on request from the Council office or by telephoning 01462 730064 or by emailing the Clerk's office: enquiries@stotfoldtowncouncil.gov.uk

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