



**TATWORTH AND FORTON PARISH COUNCIL**

**REGULATIONS GOVERNING THE ALLOTMENT GARDENS  
ON JUBILEE FIELD, SCHOOL LANE, TATWORTH**

DATED: 4<sup>TH</sup> MAY 2017

**TO BE REVIEWED ANNUALLY IN MARCH**

## REGULATIONS

1. The tenant agrees with Tatworth and Forton Parish Council (hereafter 'the Council') the as follows:-
  - (a) Rent to be paid in advance and without deduction otherwise than allowed by statute on 1<sup>st</sup> day of April each year. The Council reserves the right to review the rent annually and allotment holders will be notified of any changes in writing within 4 weeks of the precept being confirmed by full Council in January of each year.
  - (b) The majority of the plots are 125 m<sup>2</sup> and are to be used only as allotment gardens and for no other purpose.
  - (c) The allotment garden will be cultivated with spade husbandry and kept clean and free from weeds and noxious plants during the growing season. At other times of the year the area must be clean and free from weeds. It must be well manured and otherwise maintained in a good state of cultivation, fertility and condition.
  - (d) Tenants shall inform the Council immediately of any change of address.
  - (e) Tenants should not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.
  - (f) Tenants may not sublet, assign or part with the possession of the allotment garden or of any part of it without the written consent of the Council.
  - (g) Tenants shall not, without the written consent of the Council, cut or prune any timber or other trees outside of any individual plot or take sell or carry away any mineral, gravel, sand (earth) or clay.
  - (h) No fence, hedge or barrier (including fruit trees), shall be erected on the site by tenants.
  - (i) No buildings or structures (shed, greenhouse, polytunnel etc) shall be erected on the allotment garden without prior application to the Council
  - (j) Not to keep any animals or livestock of any kind upon the allotment garden except hens or rabbits to the extent permitted by the Allotments Act 1950, s. 12(1); Any animals kept on the allotments should conform to Tatworth & Forton Parish Council's Animals on Allotments Policy and sign the Policy in acknowledgement. A copy of this Policy document to then be sent to the Parish Council.
  - (k) No barbed or razor wire, glass, carpet or cardboard for weed suppression, shall be used by tenants of the allotment gardens.
  - (l) Bonfires must not be lit until after 4.30pm in the summer period and in the winter until after 1.30pm. Only dry material should be burned to reduce smoke and all fires should

be extinguished before the tenant leaves the plot. Fires should not be allowed to cause a nuisance to other tenants or neighbouring dwellings.

- (m) All waste will be removed and no matter/rubbish left for disposal by the Council.
- (n) All tenants will ensure proper precautions are taken when using sprays or fertilizers to minimise adverse effects on the environment and comply at all times with appropriate regulations
- (o) No trees will be planted without prior application to the Parish Council.
- (p) Tenants shall not deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation). Neither shall tenants place any matter in the hedges or ditches situated in the allotment field of which the allotment garden forms part or in the adjoining land.
- (q) Any dog brought to the field shall be in good control and held on a leash and excrement will be properly disposed of by the tenant.
- (r) No notices or advertisement may be posted on the allotment garden without permission.
- (s) The Council shall have the right to refuse admittance to the allotment garden, other than to the tenant or a family member. Admittance to any other person may be refused unless accompanied by the tenant or a member of his family.
- (t) Any dispute between the tenants of allotment gardens shall be referred to the Council in writing. The Council's decision shall be final.
- (u) The tenant shall yield up the allotment garden at the termination of the tenancy hereby created, in such condition as shall be in compliance with this agreement.
- (v) Any officer or agent of the Council shall be entitled at any time when so directed by the Council to enter and inspect the allotment gardens.
- (w) The tenant shall observe and carry out any special condition, which the Council considers necessary, to preserve the allotment garden from deterioration and of which notice shall be given to the tenant in accordance with Clause 3 of this Agreement.
- (x) It is permitted to sell the allotment produce as long as it isn't on a commercial basis.

2. This tenancy shall terminate three calendar months after the death of the tenant unless there are extenuating circumstances to which the Council will give consideration. Tenancies may also be terminated in any of the following manners:

- (a) By either party to the other giving not less than twelve months previous notice in writing expiring on or before the 1<sup>st</sup> day of April or on or after the 30<sup>th</sup> day of September in any year.
- (b) By re-entry by the Council at any time after giving one month's previous notice in writing to the tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or (ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
- (c) By re-entry by the Council at any time after giving one months' previous notice in writing to the tenant:
  - (i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
  - (ii) if it appears to the Council that there has been breach of the Conditions and Agreements on the part of the tenant herein contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens at least three months have elapsed since the commencement of the tenancy.

On termination of the tenancy the plot should be left clean and free from weeds and noxious plants and maintained in a good condition including adjacent paths

- 3. Any notice required to be given by the Council to the tenant may be signed on behalf of the Council by the Parish Clerk and may be served on the tenant either personally, sending it by ordinary post or leaving it or at his last known place of abode or by fixing the same in some conspicuous manner on the allotment concerned. It will be sufficient for any notice given by the tenant to the Council to be signed by the tenant and sent in a prepaid letter to the Parish Clerk or delivered in person to the Council Office.