



Cliffe and Cliffe Woods Parish Council Allotment Gardens

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*Parish Clerks: Mrs Alex Jack and Miss Lissi Watt
Allotment Committee: Cllrs. Peter Clements, Ray Letheren and Robert Wyatt.*

RULES AND CONDITIONS OF TENANCY FOR ALLOTMENT GARDENS

General Provisions

- A. An allotment garden is defined as land not exceeding a quarter of an acre which is wholly or mainly cultivated by the occupier to produce vegetable or fruit crops for personal consumption.
- B. Applicants for a tenancy of an allotment garden must be resident within the boundaries of Cliffe and Cliffe Woods. A person may be a tenant of more than one allotment (subject to a maximum of 375 m2).
- C. In these Rules the expression 'the Council' means Cliffe and Cliffe Woods Parish Council (Allotments Acts 1908 and 1950) and the expression 'a plot' means an allotment garden.
- D. An agreement to let an allotment garden must be signed on behalf of the Council by a Councillor of Cliffe and Cliffe Woods Parish Council or the Parish Clerk acting on their behalf.

Tenancy Conditions

The tenancy of an allotment garden must comply with the following conditions:

- 1.1 **The plot must be kept clean, tidy and in a good state of cultivation and fertility, and in good condition.** The plot must be kept free from weeds as far as is reasonably practicable, and the spread of weeds on to neighbouring plots must be prevented.
- 1.2 New tenants shall be expected to clear and cultivate one third of the plot within 3 months, two thirds within 6 months and the complete plot within one year from the start of the tenancy.
- 1.3 No soil may be removed from the plot; any spoil resulting from clearance by removing the topsoil to cultivate must be composted and replaced on the plot to avoid unnatural erosion.
- 1.4 The tenant may cultivate vegetables and soft fruits in the main but no more than 10% may be used to cultivate ornamental plants and/or flowers. Any plants grown which produce illegal substances or are proscribed are strictly prohibited.
- 1.5 Grass areas are permitted but may only form pathways, small sitting areas, or round fruited areas. Grass to be kept cut to prevent grass seeding on to other nearby plots.
- 1.6 No trees to be planted, however, existing trees are to remain.
- 1.7 No nuisance or annoyance may be caused to the occupier of any other plot or of any other property or land adjoining or near the allotment garden site.
- 1.8 Tenants may only enter the allotment garden site for the purpose of tending their own plot or local associated business.

- 1.9 The tenant must not use bonfires to dispose of any organic waste unless prior consent of the Council has been obtained. Any permitted fires must not create excessive or obnoxious smoke. No smoke is to blow on to any adjoining or neighbouring highway, or other allotment gardens or properties.
- 1.10 Carpets are not to be used as a weed suppressant.
- 1.11 Children are to be encouraged on allotment sites but must be accompanied by an adult tenant. Children must not trespass on any other plot and must keep to the main footpaths when accessing the allotment site.
- 1.12 Dogs are permitted but must be kept on a short leash whilst on the allotment site.
- 1.13 A tenant may not assign, underlet, or part with possession of the plot or any part of it without the consent of the Council.
- 1.14 In the event of illness, a tenant may nominate one named person to cultivate their plot for a period of no more than 3 months. The Parish Council should be informed.
- 1.15 No livestock may be kept on the plot except those designated under the law of the land.
- 1.16 All compost heaps and manure dumps must be contained.
- 1.17 A tenant must not deposit or allow to be deposited on the allotment garden site any household rubbish or matter. All non-organic waste must be removed from site. Rubbish must not be dumped on unoccupied plots or outside the site gates. Any tenant found disposing of rubbish in this manner will be dismissed from the site and no money repaid.
- 1.18 All hedges and other plant material must be kept properly pruned and cut back so as not to obstruct paths or encroach on or cause the shading of adjoining plots or protrude through allotment fencing.
- 1.19 All paths set out by the Council for the use of tenants of allotment gardens must be maintained, kept clear and be wide enough to accommodate a wheelbarrow.
- 1.20 The plot must be kept free from weeds as far as is reasonably practicable, and the spread of weeds on to neighbouring plots must be prevented.
- 1.21 A shed (not larger than 1.8m x 1.2m) will be permitted with prior consent and the position authorised by the Council. Any shed erected on an allotment plot must be removed at termination of tenancy or if not removed deemed to be donated to the next tenant on that plot. No barbed wire or razor wire may be used within the allotment garden site.
- 1.22 Tenants must observe and perform so far as they affect their plot, all covenants and conditions in any lease under which the Council holds the land.
- 1.23 Tenants must observe and perform any other special conditions, which the Council considers necessary to preserve the plot or the allotment garden site from deterioration and of which notice has been given in accordance with these Rules.
- 1.24 No notices or signs may be placed in the allotment garden site other than information and requests regarding vacant plots by the Council. Advertising is not permitted.
- 1.25 The tenant must inform the Council of any change in tenant's address or contact details as soon as possible.

- 1.26 The tenant must take all reasonable care when using sprays, fertilizers, and chemicals to ensure fruit and crops of other tenants are not affected. The tenant must comply with current regulations as to the use of any chemical or fertilizer.
- 1.27 Parking should be on designated areas only and no vehicles, trailers or any other equipment is to be left or stored on site.
- 1.28 The tenant must understand they have a duty of care to anyone on their plot, regardless of whether they have given permission for them to be there or not, therefore the plot must be kept free of hazards, e.g., broken glass, scrap metal and chemicals. A shed is private property and must be of sound structure. Chemicals or flammable materials may not be stored on a plot.
- 1.29 The Council requests that as water is a valuable commodity, great care is used in its application. Hosepipes must not be used to over water or cover the plot and sprinklers **MUST NOT** be left on overnight. It is recommended that rainwater is stored taking care to ensure that storage does not pose a hazard to children, i.e., covered when not in use. The use of watering cans is recommended to ensure that the minimum amount of water is used, and it is directed only to the cultivated plants.

Vermin

Tenants must keep rats and mice under control and keep their allotment plot in a condition that does not encourage the proliferation of vermin. If a tenant has an infestation, it is their responsibility to deal with the infestation and should advise the Parish Council so the situation can be monitored.

Site Security

All items on the allotment site are the sole responsibility of the tenant and the Parish Council cannot be held responsible for any loss or damage howsoever caused. It is the recommendation of the Parish Council that no valuables are left anywhere on the site including in sheds. If a theft or damage occurs, then the tenant should report this as soon as practicable to the Police on 101 (999 if perpetrators are still on site) and advise the Parish Council. **Tenants are requested to re-lock access gate when leaving the site.**

Payment of Rent

Rent is payable upon receipt of invoice. Failure to pay rent within 30 days will result in the automatic termination of tenancy.

Key Deposit

A deposit will be taken upon commencement of a tenancy and will be refundable upon return of all keys at the end of tenancy. Failure to return keys will forfeit the deposit.

Power to Inspect Allotments

Any Member of the Council is entitled at any time to enter upon and inspect any allotment garden.

Restriction on Admittance to Allotment Garden Site

The Council has the right to refuse admittance to the allotment garden site to any person, if that person, in the opinion of the Council, acts or behaves, or is likely to act or behave, in a manner likely to cause a nuisance or annoyance to any tenant of an allotment garden.

Termination of Tenancy

Unless otherwise agreed in writing, the tenancy of an allotment garden shall be for a year and thereafter from year to year, subject to payment of rent. A tenancy may be terminated by a tenant with immediate effect or give notice of one month. There will be no refund of any rent paid for the period after termination.

A tenancy may be terminated by the Council:

- (a) if it appears to the Council that the tenant, not less than three months after the commencement of the tenancy, has not observed these Rules and/or the conditions of tenancy.
- (b) if the tenant becomes resident more than one mile outside the boundaries of Cliffe and Cliffe Woods parish.
- (c) if the plot is not cultivated to a satisfactory standard following an inspection by a Councillor the tenant will be given a period of twenty-eight days in which to cultivate the plot. If this is not observed the Council has the power to terminate the tenancy agreement.
- (d) if it appears to the Council that a tenant has not taken steps to control an infestation and/or advise the Parish Council that one exists.

The Council may be entitled to compensation from the tenant in respect of any deterioration of their plot caused by the failure of the tenant to maintain it in a clean and good state of cultivation and fertility. The amount payable will be the cost, at the date of the tenant quitting the plot, of making good the deterioration as provided in the Allotments Act 1950 and is payable when the tenant quits the plot on the termination of his tenancy, whatever the cause.

Service of Notice

Any notice may be served on a tenant either personally, or by leaving it or sending it to his last known abode by recorded delivery.

Any amendment or addition to these Rules may be notified to tenants by posting details of such amendment or addition on the Council's notice board within the allotment garden site and such amendment or addition shall be effective from the date specified in the notice so posted.

For Information Only

These Rules comply with all existing legislation. The Council reserves the right to change these conditions to comply with any new legislation that might be introduced in the future.

Please complete and return this page to the Parish Clerk:

Mrs Alex Jack, 17 Graveney Close, Cliffe Woods, Rochester, Kent ME3 8LB or by email to clerk@cliffeandcliffewoods-pc.gov.uk

I confirm receipt of the Rules and Conditions of Tenancy for Allotment Gardens dated October 2023.

Signed by the tenant:

Plot No(s):

Date:

Contact details:

Name:

Address:

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Tel:

Email: