



HEMSWORTH TOWN COUNCIL

Allotment Terms and Conditions



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Introduction

Hemsworth Town Council has the power to make rules to regulate and manage the letting and use of individual allotments on its allotment sites.

The Tenant is bound by the Hemsworth Town Council 's Rules and Conditions and by any relevant legislation being at the time in effect.

Changes to these rules apply to all Council Allotment tenancies and the revised rules replace those previously in force.

These Rules apply in general to all the Council's allotment sites. Any specific variations will be notified to the Tenant to whom it applies.

These Rules may be amended from time to time and a copy of these will be made available as defined under 'Notification'.

Failure to comply with the rules or conditions of tenancy will result in action being taken to terminate the Tenancy.

The Council accepts no responsibility for loss by accident, fire, theft or damage on any Allotment. Tenants are advised not to store any items of value on the allotment.

Any costs incurred by the Council in undertaking works in default of a Notice or clearing away any material at the termination of the tenancy will be recharged to the Tenant.

At the commencement of the tenancy the Tenant shall assume responsibility for all items on the Allotment

The Council reserves the right to alter, amend or suspend these rules in relation to a specific Tenancy.

Observance of rules

These Rules supersede any previous rules in force on Allotment Gardens or land managed in a similar way by the Town Council.

The Authorised Officer reserves the right to amend or waive any Rule in respect of a particular Tenancy where they consider the need is justified.

Tenants must observe and comply with current rules and regulations and those which the Council may make at any time in the future.

Rules will be posted online on the Council website and will be displayed either on Site notice boards or gates.

Tenants must comply with any reasonable or legitimate directions given by the Authorised Officer in relation to an allotment or site.

If a Tenant fails to use or keep their Allotment in compliance with these Rules they shall be served a Warning Notice giving them 14 days to remedy the situation as specified.

Failure to comply with the requirements of the Warning Notice will result in a Notice to Quit the Allotment.

The Notice to Quit will require the Tenant to deliver vacant possession of the Allotment within 28 days of the date of service of the Notice.

It is the Tenant's responsibility to notify the Council in writing if they are unable for health or other reasons to maintain their Allotment.

The Authorised Officer reserves the right to enter onto the Allotment without prior notice to inspect the condition thereof or undertake groundwork or emergency repairs.

Observance of rules continued

A Warning Notice will be served before a Notice to Quit except where in the opinion of the Council's employee the use of the Allotment or the behavior of those associated with it is such that the tenancy should be terminated immediately.

A Notice to Quit will be served if two previous Warning Notices have been served during the course of the tenancy.

Any tenant that self terminates and their plot is left in a state of disrepair will not be allowed to re apply or be added back to the waiting list to be reconsidered for another plot.

Any tenant that is evicted or given a Notice to Quit and their tenancy terminated will under no circumstances be allowed to re apply or be added back to the waiting list to be reconsidered for another plot.

Under no circumstances is dumping allowed dumping on allotment sites is not permitted whether this be on vacant plots, their own plots or the roadways and this is not an acceptable way of clearing newly tenanted plots.

Anyone found to be dumping will be issued with an immediate Notice To Quit and their tenancy terminated.

Rental

The rental year runs from 01st February — 31st January regardless of when the tenant takes ownership of the allotment.

Tenants are given 40 days from 01st February to make payment for their plot(s) by coming to Hemsworth Community Centre or over the telephone.

After this period has finished any tenant with an outstanding payment will be issued a Notice to Quit for none payment and given one month to make payment plus a £5.00 late fee.

If the payment is still not made in this time the Notice to Quit will complete and the tenancy will be terminated.

Change of address and notices

Tenants must immediately inform the Council in writing of changes of address and contact details.

If a Tenant moves to an address outside of the boundary Hemsworth Town Council their tenancy will be terminated.

Notices to be served by the Council on the Tenant may be sent to the Tenant's address in the Tenancy Agreement (or as subsequently notified to the Council under these rules) by ordinary post or served on the Tenant personally; or placed on the Allotment.

Hemsworth Town Council
Community Centre, Bullenshaw Road, Hemsworth, WF9 4NE
Telephone Number: 01977 17617
scott@hemsworthcouncil.co.uk
sian@hemsworthcouncil.co.uk



PLANT YOUR
OWN FLOWERS &
VEGETABLES



REAP THE REWARDS



PROTECT WILDLIFE

.Assignment and sub-letting

The Tenancy of an Allotment is personal to the Tenant named on the agreement.

The Tenant may not assign or sublet all or part of their Allotment or structures thereon.

The Tenant may share the use of the Allotment and or structures by agreement with the Authorised Officer.

The tenant or their visitors may not enter onto or cross another Allotment without the express permission of the Tenant of that Allotment or in the case of a vacant Allotment, the Authorised Officer.

Cultivation and weed control

The Allotment is let on the condition that it is maintained in a state of proper Cultivation and must be maintained in such a manner that 30% of the area is in a state of active Cultivation unless by agreement with the Authorised Officer.

It is the Tenant's responsibility to keep the Allotment free of weeds & seeds that may cause a nuisance to adjoining Tenants.

Trees, hedges and invasive plants

The planting of trees on the Allotment is restricted to those on dwarfing rootstocks.

Tenants must not, without consent of the Authorised Officer, cut or prune any trees outside their own Allotment.

Large or invasive plants including (but not confined to) bamboo, willow and forms of hazel may not be grown on the allotment.

Tenants are responsible for maintaining any hedge or fence on their Allotment. Hedges abutting the Allotment should be trimmed so as not to obstruct pedestrian or vehicular access or restrict the use of adjoining Allotments

Allotment use and storage

Tenants must use their Allotment and any structures on it for their own personal use and must not carry out any business thereon or sell produce from it.

The Tenant may use the Allotment only for those horticulture purposes that the Council deems appropriate.

Only materials for use on the Allotment may be stored there, such as beanpoles, cloches, pots and netting for seasonal use. Storage of other items is not permitted.

The use or storage of asbestos or similar hazardous materials is not permitted on the site.

Water, bonfires & other restrictions

The water supply to the site must be turned off after use and any issues reported immediately. Small contained fires can be lit, but should never be left unattended.

Nuisance to neighbours must be avoided at all costs. All bonfires must be extinguished by dusk.

No material other than that produced on the Allotment may be burnt.

The use of accelerants is prohibited.

Only dry vegetable material may be burnt.

All potentially hazardous materials should be removed from the allotment site and disposed of at the relevant civic amenity site.

Tenants may not remove soil or similar materials from the site.

No firearms of any kind are permitted to be used on any allotment site.

Waste materials and pollutants

Waste material, including green waste, may not be brought onto the Allotment site.

Carpet may not be brought onto site or used in any way on an allotment. Any carpet found on an allotment will need to be removed immediately.

Compostable material originating from the Allotment must be stored for use in a composter or purpose- built enclosure.

The use of concrete for shed bases, glass houses or for paving, or any solid brick and cement structures is not permitted (dry laid concrete slabs are permitted).

The Tenant must not allow any decaying matter to remain on the Allotment Garden which may cause a nuisance or annoyance.

Structures paths and fences

The written permission of the Council is required before any structure may be placed on an Allotment. (01-04-2020)

Any structure on the Allotment must be temporary and must be maintained in safe condition. Structures shall be made from non hazardous materials and shall be in keeping with the general environment. The use of tyres and similar materials is not permitted.

If the Council is not satisfied with the condition of the structure the Tenant must either repair it to the Council's satisfaction or remove the structure within one month of an instruction to do so.

Allotment associations subject to an Allotment Management Agreement with the Council may limit the size of structures specific to their site

Structures paths and fences continued.

Structures must be adequately secured.

Structures must be kept within the boundary of the Allotment and must not be constructed over underground utilities (e.g. water supply pipes).

Solid fences adjacent to neighbors Allotments should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 meters in height.

The use of barbed (type) wire is prohibited

No materials, plant or structures are to be attached to Council fencing.

Structures at the termination of the Tenancy

The Council accepts no responsibility for structures left on the allotment at the termination of the tenancy.

Any such structures should be removed by the outgoing tenant unless it is left by agreement in writing with the Authorised Officer for the benefit of the incoming tenant or others on the site.

Paths & Principal Paths

Paths must be kept clear of obstructions at all times.

Principal Paths must not be obstructed or parked on by vehicles.

Animals / Livestock

Dogs must not be brought onto any Allotment unless they are kept on a lead at all times.

Dogs may not foul the site or stray onto other Allotments

The burial of animals on any Allotment land is strictly forbidden

Under the allotment acts, allotment holders are allowed to keep some hens and rabbits, **as an addition to their plot being used for gardening purposes.**

This permission does not allow livestock to be kept in a way that is prejudicial to health or causes a nuisance.

For tenancies signed after 01/04/2020 this will be limited to 12 hens or 12 rabbits. For tenancies prior to 01/04/2020 that have a combined total of 50 or The more birds/poultry tenants will need to register with DEFRA. 50 or more includes groups of mixed species and includes: chickens, ducks, geese.

Tenants who wish to keep ANY other livestock must obtain the prior written consent of the Council. Under no circumstances will pigs be allowed on allotments

All other poultry, livestock and cultivated life forms (e.g. bees) can only be kept with the express prior consent in writing of the Council.

No livestock can be kept for commercial purposes.

Permission for large livestock (horses, goats, etc) will only be granted in exceptional circumstances, with the prior written consent of Hemsworth Town Council.

Any permissions granted can be revoked with immediate effect. All livestock must be kept to the satisfaction of the Council's Animal Welfare Officers.

Any part of the Allotment used for keeping animals must be securely and adequately fenced to the satisfaction of the Council.

Permitted Livestock

The following livestock are allowed as standard without the prior written consent from Hemsworth Town Council.

Hens



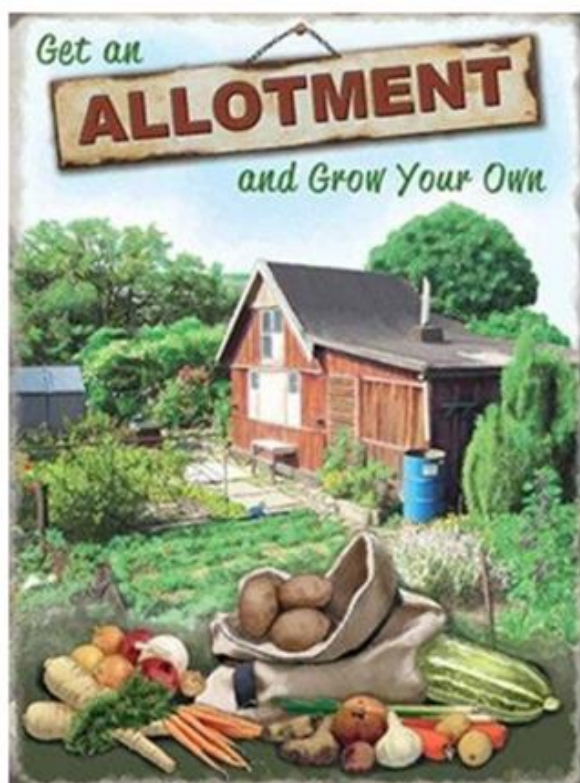
Geese



Ducks



Rabbits



This permission does not allow livestock to be kept in a way that is prejudicial to health or causes a nuisance.



Cockerels must not cause a nuisance to nearby residents or their properties.



No livestock can be kept for commercial purposes.



For tenants with more than 50 birds please ensure you register your flock, this includes flocks of 50 or more that are made up of different species.



Paddock holders are permitted 1 horse as standard & will need prior written consent for any further horses on their paddock & all insurance documentation, horse passports and photographs must be presented at Hemsworth Town Councils administration office. Strictly no stallions or colts.

Vehicles, tents and caravans

Motor vehicles may only be parked within a designated parking area.

Caravans and live-in vehicles are not permitted on any Allotment land overnight unless prior permission has been sought.

The overnight use of tents or other temporary structures is not permitted on the site.

Allotment numbering and notices

Tenants must mark the Allotment number on the outside of a shed or greenhouse, or on a post, and keep it visible from the Principal Path or main access path.

Only Site Society or Association, Federation and Council information may be displayed on Allotment notice boards, where provided.

Gates

Due to the repeated failure of allotment gates been left open we are currently seeking guidance to issue fines for none compliance.

Pest Control

A monthly pest control visit will be carried out on the first Wednesday of each month and will commence at 9.30 in the following order:

Wanneville, Newstead, West End, Grove Lane, Springfields

Each site takes approximately 30 minutes
(with the exception of some of our larger sites)

If you are attending your rodent control visit please allow 45 minutes per site prior to yours. (for example going by the schedule above Springfield will not be visited until around 12.30pm).

Paddock terms

Paddocks are bound by the same terms and conditions as allotments however there are some additional terms and conditions that paddock holders must adhere to.

New tenants that do not have a horse when they take over the tenancy of a paddock must ensure that they obtain a horse within three months from the start of the agreement. If the tenant fails to do so this will result in an immediate notice to quit. (This does not include horses that are on loan or for grazing as this is forbidden).

During this three-month period, the paddock must be maintained and adequately fenced in preparation for the horse to be put on.

It is the tenant's responsibility to fence the paddock and it must be well maintained and suitable for horses. The fence should be strong enough to prevent your horses from breaking through.

Tenants must ensure that their plot numbers are displayed on the exterior of their paddock.

Once the horse is placed on, the paddock must be kept maintained to a good standard.

All documentation relating to the horse needs to be in the paddock holders name including the passport and insurance.

All documentation relating to the horse (passport, insurance certificate and photograph of the horse) must be presented to the administration office **prior** to the horse being placed onto the paddock.

Colts and stallions are strictly forbidden on any of our paddocks

Tethering of horses on paths or open areas outside your paddock on the allotment site is not permitted.

Paddock terms continued

As the tenant you will be responsible for any damage to property or person caused by the horse on your paddock.

Manure must not be disposed of on any allotment roadway.

Regular inspections will take place and any concerns regarding the health and wellbeing of any horses will be reported accordingly.

Tenants must not assign, sub-let or change possession of their paddock without permission from Hemsworth Town Council and under no circumstances are tenants permitted to have horses on loan or grazing.

Should something happen to the tenants horse we allow a 6 month period for the tenant to replace it. If after this 6 month period there is still no horse on the paddock a notice to quit will be issued.

IT IS THE RESPONSIBILITY OF ALL ALLOTMENT/PADDOCK HOLDERS TO ENSURE THAT THEIR PERSONAL INFORMATION AND CONTACT DETAILS ARE KEPT FULLY UP TO DATE WITH HEMSWORTH TOWN COUNCIL AND SHOULD PROVIDE US WITH AN E-MAIL ADDRESS.

Useful Contacts

Hemsworth Council	01977 617 617
Defra	03459 335 577
Horse Welfare	01953 498 682
RSPC	03001 230 346
Wakefield Council	03458 506 506
National Allotment Association	01536 266 576
National Pigeon Association	01458 851 617
RSPB	01767 693 690
British Beekeepers Association	02476 696 679