Bathford Parish Council

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Plot No.	

Bathford Allotments Plot Tenancy Regulations

Notice to Tenants: Your Tenancy Agreement commences on payment of rent and any monies due, receipt of which constitutes your agreement to be bound by the Regulations as outlined below.

This Agreement entitles the Plotholder to use the plot subject to rules listed below.

The Agreement commences on _____ **and will be renewed yearly on 1st October.**

Initial Deposit Charge for use of a plot: £50 (Refundable when plot relinquished in reasonable condition)

Date of Payment of Annual Charge: 1st October each year

Charge Review dates: These will be announced at the Annual Parish Council Meeting in April.

Conditions of use:

1. The plot may be used **from the first day of October each year until the last day of September the following year.**
2. Rent for use of the plot becomes due annually in advance and should be paid within one month of the start of the Tenancy. The Landlord will notify the Tenant, in writing, when the payment for use of the plot becomes due. Payment may be paid directly via electronic banking or with a cheque made payable to Bathford Parish Council. Failure to meet this requirement will result in forfeiture of the tenancy. (See General item 2.iv below).
3. The Tenant may not subdivide or sublet the use of the plot without the direct written permission of the Landlord Sharing a Plot: One person must be the tenant, taking full responsibility for the fees, use and condition of the plot. Tenant may not sublet (ie charge) to sharers, they can come to whatever exchange of labour/produce agreement they like. The Tenant can share the space with friends on the basis that if they (the tenant) leave, anyone sharing has to vacate as well, unless they wish to take on the tenancy. They may apply to take over the tenancy themselves if they have been sharing for at least a year – and if the plot has been kept in good order throughout. (This is to prevent people from jumping the queue).
4. i. Vehicular access to the site via the upper gate is restricted to deliveries and emergency vehicles only (vehicles to be removed when unloading completed), by prior arrangement with wardens and weather permitting at wardens' discretion. The wardens to be solely responsible for the control of this access.
   ii. Access of vehicles onto individual plots is prohibited except with the express permission of the Landlord (except for Emergency Services Vehicles)
5. Removal of produce from any other plot without the express permission of the Tenant constitutes theft.

Plotholder's responsibilities:

1. To use the plot solely for the purpose of producing fruit, vegetables, flowers and herbs for personal consumption as defined in the Allotments Act (1922). The Cultivated Area means the area which is cultivated for and subsequently planted with crops and regularly harvested, in accordance to paragraph (9) items i. to x. overleaf. Except - New Tenants please refer to para (9) item xi. overleaf.
2. To maintain the area of use in good order and to comply with the rules applicable to use of the plot. (See (9) vi. overleaf).

3. Not to cause nuisance, annoyance, injury or damage to owners or occupiers of neighbouring properties.

4. To be responsible for any damage to the Landlord's or Neighbours' property which may occur during their proper use of the plot.

General

1. The Landlord will maintain a direct point of contact with the Tenant via nominated representatives (The Allotment Wardens).
2. This agreement may be terminated only by:
   i. The Landlord giving a notice to quit of one year expiring on or before Apr 6th or on or after Sept 29th in any year.
   ii. By the Tenant giving the Landlord notice to quit of at least one month.
   iii. Re-entry by the Landlord for non-payment of rent or breach of any term of the agreement.
   iv. By one month's notice to quit if the rent is in arrears for at least 40 days.
   v. By the Tenant not observing the local rules relating to the cultivation of the allotment. (See overleaf).

BATHFORD ALLOTMENT Local Rules

The allotments are let and shall be cultivated as allotments within the meanings of the Allotments Act 1908-1950.

Safety and Environmental Concerns

1. Any dangerous chemicals or poisons must at all times be kept under lock and key
2. Use of barbed wire, or similar, on the allotment grounds is prohibited.
3. Any broken glass must be removed from the site immediately
4. Only biodegradable ground cover is acceptable. No plastic sheet, carpet, bath tubs, scaffolding poles or building materials are allowed.
5. Bonfires: The lighting of bonfires is banned in June, July and August and should be kept to a minimum at other times. BBQs are prohibited. *See note 1 below for full clarification regarding the central bonfire.*
6. Children are welcomed on to the plotholder's space but parental control is expected.
7. Dogs must be kept on a lead except when within the confines of the owners plot. Any excrement must be cleared immediately by the dog owner.
8. **Health & Safety:** Allotment Wardens and plot holders must at all times abide by the health and safety rules as laid down by the Parish Council. H and S regulations are displayed on the communal plot and notice boards. At no time should any unauthorised or untrained operatives perform activities which are not commensurate with their approved qualifications i.e. tree felling, machine operation etc. Insurance would be invalidated if any such illegal activity should take place.
9. **Insurance:** Wardens are covered by the PC employer's liability insurance when doing official tasks. Only communal areas, paths and communal plots are covered by the PC insurance as far as plot holders are concerned. Plot holders therefore need to have their own insurance when working on their plots unless they are covered by their home insurance.
10. Any accidents or incidents which might occur must at all times be recorded in an accident book as quickly as possible and details forwarded to the Amenities Committee or the Clerk.

The Plotholder's Responsibility: (The Plotholder must)

1. not enter (or remove produce from) another plot without the express permission of the plotholder.
2. **keep the plot in a proper state of cultivation at all times**. This means:

i. With the exception of New Tenants (see xi. below) the Tenant is required to have their plot in a cultivated state: to regularly dig or mulch, prune and weed not less than 75% of the total area.

ii. The total cultivated area is defined as being cultivated for the production of the allowable crops and will be a minimum of 75% of each individual plot. The 75% of each plot available for open cultivation should be fully cultivated within a complete growing season. This area includes compost bins, fruit cages, water butts and **internal** plot paths 45cm/18 inches in width or under.

iii. Tool sheds are not included within the cultivated area.

iv. There must be no more than 25% of the total **cultivated area** allocated for growing ornamental plants and or ornamental flowers, and or wildflowers which include wildflower meadows.

v. A maximum of 25% (ie the **non-cultivated area**) of the allotment garden is allowed for paths more than 45cm/18 inches wide, tool shed space and or a seating area.

vi. Allotments must be kept clean and maintained in a good state of cultivation and fertility throughout the year.

vii. Areas of grass are not included within the 75% cultivated area. Areas of grass must not exceed 10% of the total area of the plot.

viii. Tenants are responsible for keeping the plot free of weeds that are likely to cause nuisance to neighbouring tenants. Weed seed heads must be removed before the seed has set.

ix. Tenants must control perennial weeds which spread through root extensions and or runners (e.g.: Couch Grass, Ground Elder, Bindweed, Creeping Buttercup and Brambles).

x. Plots must be cropped and harvested. It is not sufficient to neither keep them clear of weeds and nor leave them un-planted and or un-cropped with vegetables and or fruit crops and or flowers during any one year. Any such plot will be considered non-cultivated and in breach of tenancy.

xi. **New Tenants:** have a 3-month grace period without inspection (except for new Tenants taking up a tenancy between November and February when this period will be discounted). After the 3 month grace period has elapsed, new tenants are expected to have suitable plot identification in place and have at least 25% of their plot cultivated. After 6 months, plots should be cultivated by 50% and 75% cultivated after 12 months.

3. **keep paths mowed trimmed and in good order** (ie level and free from stones or other debris). **not cause any nuisance or obstruction to the paths between the plots.**

Primary paths must be 1m (3'3") wide to allow for emergency and/or machinery access, unless specified as secondary and therefore can be within the range 70cm-1m (2'3"-3'3"). (Wardens to determine appropriate grid of primary paths)
Plotholders to east of main track, mow South and West paths
Plotholders to west of main track, mow South and east paths

4. **not plant any trees on their plot.** This includes fast-growing, invasive species such as willow. Trees are only permitted if planted **in a robust, durable pot** and **above ground.** If someone leaves without taking their tree then the tree becomes the property of the allotment and may be sold to raise funds.
5. not use any hosepipe or sprinkler by connection to the allotment field water supply.
6. keep any hedge that is on or bordering the plot trimmed to keep the paths clear.
7. not, without the written consent of the parish council, take or sell any mineral, gravel, soil or clay.
8. not, without the written consent of the parish council, erect any building (ie, **no sheds**). **Tool Stores are allowed:** Max dimensions **6ft long by 3'6" deep and max 4'6" high.**
9. comply with any order or condition that the Parish Council considers necessary to preserve the allotment field.

Tenancy:

10. Applications for allotments shall be made to the Clerk to the Council or to the Allotment Wardens.
11. Any plot or part thereof (to a max. of 2 plots) shall be allocated as appropriate or the application placed on a waiting list.
12. Residents of Bathford Parish will take precedence over other applicants. (Others will be dealt with on a first come first served basis).
13. Each applicant on being assigned a plot will be supplied with a copy of the Allotment Rules.
14. Notwithstanding General condition 2.iii above, the tenancy may be ended by the Parish Council in the event of consistent failure to follow Allotment Rules as recommended by the Allotment Wardens.
15. Please note: Parish Council insurance liability extends only to those areas between plots**. It is the plotholder's responsibility to ensure that they are insured for accident or theft, etc. on their plot.**

Notices of Remedy and Appeals

In cases of breach of regulations, the following notices may be issued:

I. Weeds. If a plot is left to run to weeds, a Notice may be issued with a time deadline for them to be cleared. If this is not met, the Parish Council has the right to cut down weeds on a neglected allotment and charge the cost to the tenant.

II.

III. First Notice: If plots appear neglected for a sustained period, a ‘first notice’ will be issued, giving the plot holder a deadline within which to bring their plot/paths into line with regs.

IV. Second Notice: If this is not achieved, a ‘second notice’ will be issued, with a time extension – after which date the tenancy may be terminated by the Parish Council

V. Notice to Terminate Tenancy: The PC will then issue a Termination of Tenancy Notice with 30 days to clear the plot.

VI. Appeals: if you wish to appeal any of the above notices, please initially speak to Allotment Wardens. If no agreement can be reached, any further appeal should be sent to the Parish Council via clerk@bathford.net, who will make a full and final decision on the matter.

We ask all plotholders to seriously consider the amount of space they really need,

Notes to the above:

The rules have been in use for many years now and from time to time they need to be clarified, so that the best interest of the allotments are properly served. As with all rules they are sometimes stretched and we have several rules that, through experience, are liable to create problems.

5. Note 1: **Bonfires** - This is always a tricky subject, but they are allowed. After consultation with B&NES, our Parish Council representative has confirmed that fact. However, it is preferable to compost or recycle your waste, or remove it yourself. Exceptions are plant matter that contains pests or blight, which should be burned on site.
In order to mitigate nuisance to neighbours, Wardens have now created a space for a central bonfire on the Communal Plot. Please use this only as a last resort. **No bonfires during June July or August. Green waste, especially with soil, should be composted on your own plot, or removed for disposal elsewhere.** Only dry waste should go on the bonfire**.** No non-burnable rubbish **(metal, plastic, green vegetation with soil)** may be dumped on the bonfire plot.

If you must have a bonfire on your plot, please remember:

i. it is an offence to create smoke, which becomes a nuisance to neighbours and those living nearby
ii. bonfires should be as far away from buildings as possible and so situated that the prevailing wind carries the smoke away from buildings.
iii. only dry materials should be burned. Green or moist material creates the greatest nuisance.
iv. damp, windless days are unsuitable for burning refuse, as smoke will linger at low levels, thereby penetrating houses and polluting the air.
v. bonfires should never be left to smoulder overnight or left unattended.
vi. bonfires can be dangerous and care should be taken when children are present.