



Brightlingsea Town Council

Chapel Road Allotment Gardens

Terms and Conditions of Hire

1. Application

These Terms and Conditions of Hire (made under Section 28 of the Small Holdings and Allotments Act 1908) were agreed by Brightlingsea Town Council in January 2010, and apply retrospectively to all allotment holders.

2. Allocation of Vacant Allotments

Vacant allotments will only be offered to residents of Brightlingsea, who are on the waiting list kept by the Council. Where a plot falls vacant because of the death of a tenant the plot will be offered to a member of the Tenant's immediate family who may wish to take over the tenancy.

3. Assignment

3.1 The Tenancy of an allotment is personal to the tenant, who shall not assign, underlet or part with possession of all or part of their allotments.

3.2 This shall not prohibit another person from assisting with the cultivation of the plot, if, for reasons due to ill health or extended holiday, the tenant is unable to attend to the plot. The Town Council shall, however, be informed of such circumstances.

4. Rent

4.1 The due date for payment of the annual rent is 1st January.

4.2 The annual rent will be reviewed during the council's budgeting process and may be increased.

4.3 The Council may increase the rent without notice where additional amenities are provided on a site.

4.4 For new allotment holders the Council will charge a higher than normal rental for the first and second year with the third year rent-free. Thereafter the normal rent will apply.

5. Cultivation and Use of Allotments

5.1 Tenants shall cultivate allotments for their own personal use for vegetables, fruit or flowers and shall not use the plot for any business activity.

5.2 Allotments shall be kept clean, substantially free from weeds, and maintained in a good state of cultivation and fertility to a standard acceptable to the Council.

5.3 New tenants shall have a substantial area of their plot cultivated, "25% within 3 months, 75% after 6 months."

5.4 Trees, preferably of the dwarf variety, and fruit bushes may be planted on the allotment plot provided that its position is not detrimental to the cultivation and/or fertility of an adjoining plot.

5.5 Tenants shall not cut or prune any trees adjoining the allotment site.

5.6 Tenants shall also observe any other rules or regulations, which the Council may make from time to time.

5.7 Tenants shall comply with all directions given by an Officer of the Town Council.

5.8 Tenants shall not take produce from other allotments without permission.

6. Hoses, Bonfires and Other Restrictions

6.1 Hoses or sprinklers are not allowed to be used from, or connected to any of the Council's water supply points.

6.2 Bonfires are only permitted, between the hours of 15.00 / 21.00 for the burning of material from the allotment.

Fire's shall not be left unattended and, notwithstanding the permitted hours, shall not be allowed to be a nuisance to any neighbouring resident.

6.3 Tenants shall not use barbed wire on the allotment.

6.4 Carpet and underlay shall not be used on the site.

6.5 Except for a reasonable amount of manure or compost required for cultivation, no rubbish, refuse or decaying matter shall be deposited on the allotment without the tenant's permission.

6.6 Tenants shall not remove any mineral, gravel, sand, earth or clay from the allotment without written permission from the Council.

6.7 All non-compostable waste to be removed from the site by the tenant.

6.8 Tenants shall not cause any nuisance or annoyance to other allotment tenants and must manage any manure on their plot that has not been dug in to the allotment.

6.9 The allotment shall not be used for any illegal or immoral purpose and tenants must observe all relevant legislation or Codes of Practice relating to activities they carry out on the allotment.

7. Dogs, Animals and Bees

7.1 Dogs shall not be brought onto allotments or any part of the site unless they are on a lead. Dogs shall remain on the tenant's plot and any faeces removed and disposed of, by the tenant, off site.

7.2 Animals or livestock (except hens) shall not be kept on allotments.

7.3 Hens must not be kept so they are prejudicial to health or a nuisance.

7.4 Beehives are not allowed on the allotment.

8. Unauthorised Persons

- 8.1 Only the tenant, or a person authorised or accompanied by the tenant shall be allowed on the site.
- 8.2 The Council shall order any person wrongly allowed onto the site in breach of these rules to leave immediately.
- 8.3 Children accompanying a tenant on site shall be supervised at all times by the tenant. The tenant has full responsibility for the actions of the children and others entering the site with their permission.
- 8.4 The Council shall take action for breach of a tenancy agreement if the Council reasonably believes a tenant was responsible for allowing an unauthorised person to be on the site.

9. Roads and Paths

- 9.1 Plot holders shall not obstruct the road system.
- 9.2 This shall not prohibit those plot holders not directly abutting the road system from having manure deposited on the road nearest to their plot, provided that the road system is not totally obstructed and the manure is removed within 48 hours of its deposit. It further does not prohibit a plot holder stationing a vehicle on the road nearest to their plot for a short time whilst loading or unloading goods.
- 9.3 All paths shall be kept clear of obstructions at all times except for paths provided by tenants for their own use on their allotment. Paths provided by tenants must be within the boundaries of their own plot and kept reasonably free from weeds.
- 9.4 Paths between two allotments shall be kept reasonably free from weeds with edges trimmed up to the nearest half-width by each adjoining tenant.

10. Buildings and Structures

- 10.1 Sheds, Greenhouses and other structures are allowed to be erected on an allotment without the Council's specific permission, provided that area occupied by the structure is not more than 8 square meters and its height is not more than 2.5 metres. Structures shall not impede the passage of an adjoining tenant using a wheelbarrow.
- 10.2 All structures shall be maintained in a good state of repair and condition to the satisfaction of the Council. If the council is not satisfied with the state of repair it shall order the tenant to renovate or remove the shed or structure.
- 10.3 Where it is practical to do so, arrangements for the collection of rainwater should be made.
- 10.4 Petrol, oil, fuel, lubricants or other inflammable liquids must not be stored in the shed or greenhouse.
- 10.5 The Council shall not be liable for loss by accident, fire, theft or damage of any tools or contents in any structure erected on an allotment.

11. Notice Board and Advertisements

- 11.1 All Tenants are encouraged to provide a notice showing clearly the number of the allotment and to maintain it in good condition.
- 11.2 No other notices or advertisements are allowed on the allotment without Council's permission.

12. Inspection

- 12.1 The allotment, and any structure erected thereon, may be inspected by a Council Officer, who may be escorted by a member of the Council, at any time and the tenants shall give whatever access is required.

13. Disputes

- 13.1 Disputes between tenants are to be referred to the Council. The decision of the Council will be binding on all the tenants involved in the dispute.

14. Chemicals

- 14.1 No toxic chemicals shall be used for the control of pest, diseases or vegetation.
- 14.2 Only commercially available products from a garden or horticulture centre shall be used for the control of pest, diseases or vegetation, provided that its application is in accordance with the manufacturer's instructions and its use is not detrimental to the cultivation of nearby plots or annoying to the nearby plot holder.

15. Car Parking

- 15.1 Only plot holders or persons acting for them shall be permitted to bring cars into the allotment area. All cars shall be parked in the central parking area or the area at the North West corner of the site.

16. Water Points

- 16.1 Plot holders shall have regard to the needs of all allotment holders when extracting water from the water points provided by the Council.

17. Entrance Gates

- 17.1 The access gates shall be closed at all times. The two pedestrian gates off Bayard Avenue and Stanley Avenue shall be locked after each entry or exit.
- 17.2 If you believe you are the last person, in a vehicle, on a bicycle or on foot to leave the site via the main gate to Chapel Road it must be locked on exit.

18. Termination of Tenancy

- 18.1 The Council may terminate allotment Tenancy in any of the following ways:-

A) Twelve months written "Notice To Quit."

Or

B) One month written "Notice to Quit" if:-

i) The rent is in arrears for 40 days or more (whether formally demanded or not);

or

ii) The tenant is in breach of these Terms and Conditions, or on the issue of a third and final letter.

- 18.2 Tenants shall terminate an allotment tenancy by giving the Council one month's written notice.

- 18.3 Keys shall be returned to the Council upon the termination of a tenancy. Key deposit shall be returned to the outgoing tenant.

19. Change of Address and Notices

- 19.1 Tenants shall immediately inform the Council in writing of changes of address.

- 19.2 Notices to be served by the Council on a tenant may be:

a) Left on the tenant's allotment.

b) Sent to the address in the Tenancy agreement (or notified to the Council under these rules) by post or hand delivered.

c) Served on the Tenant personally.

- 19.3 Notices to be given to the Council should be sent to:

Brightlingsea Town Council
The Parish Hall
Victoria Place
Brightlingsea
CO7 0BP.

BRIGHTLINGSEA TOWN COUNCIL
Updated March 2015

I understand and accept all the above Terms and Conditions.

Signed

Dated.....