

SELBY TOWN COUNCIL GARDEN ALLOTMENT RULES

1. APPLICATION

1.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented Garden Allotments.

2. TERMS AND INTERPRETATION

2.1 In these rules the words used are to have the following meaning:	
Garden Allotment	A plot of land that is let by the Council for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.
The Council	Selby Town Council.
Site	Any area of allotments that are grouped together at one location.
Rent	The annual rent payable for the tenancy of an allotment.
Review notice	Any notice of reviewed rental charges.
Tenant	A person who holds an agreement for the tenancy of an allotment.
Tenancy agreement	A legally binding written document which records the terms and conditions of letting, of a particular allotment, to an individual
Haulage way	A common route within the site for vehicular and pedestrian access to allotments.
Headland	The area of land between an allotment plot and any haulage way or perimeter fence.
Authorised officer	Selby Town Council Officer
Other authorised person	The Tenant/s or invited guest. Contractor appointed by the Council or the Tenant.
Cultivation	Keeping the plot in good productive order by: the maintenance and improvement of soil; the control and prevention of flowering weeds; and the planting and maintenance of lawns, ornamental plants, and herb, flower, fruit and vegetable crops.
Paths	Dividing paths between allotments.
Gas Cylinders	No gas cylinders shall be used/ stored on the allotment site except by written consent of the Town Council.

3. ASSIGNMENT, SUBLETTING AND MULTIPLE PLOTS

3.1 Personal tenancy

The tenancy of an allotment is personal to the Tenant/s named in the agreement.

3.2 Sub-letting

The Tenant may not assign, sublet or part with possession or control of all or any part of their allotment.

3.3 Joint tenancies

Requests for joint tenancies will be at the discretion of the Town Council, and approved in writing.

3.4 Multiple allotments

Tenants will not be normally be allowed to rent more than one Garden Allotment site at the same time, except with the written permission of the Town Council.

4. CULTIVATION AND USE

4.1 Personal Use

Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it. Tenants may not use their allotment garden as a place of residence, either temporary or permanent, and/or sleep overnight.

4.2 Permitted Use

The allotment is rented to the Tenant for the purpose of recreational gardening and the cultivation of herb, flower, fruit and vegetable crops. Part of the area may be used for associated purposes e.g. sheds, compost heaps and a patio. The maximum area for hard landscaping (e.g. a patio, internal paths) is 25% of the allotment garden area.

4.3 Storage of Materials within the Plot

Only small amounts of materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.

Construction materials, paving and timber for infrastructure work must be used within 12 months.

Excessive quantities of the above will be regarded as unacceptable and the Tenant requested to remove them. Failure to do so may result in the materials being removed by the Council, and the Tenant charged with the cost and notice of termination given.

4.4 Cultivation

Garden Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. The whole plot, including any uncultivated areas, must be kept tidy, safe and free from flowering weeds.

4.5 Hedges (on the Tenants side)

Tenants are responsible for maintaining any hedge on or abutting their plot. They should be kept to a maximum height of 2.0m (6'6") and the sides shall be trimmed at least once per year. Where hedges abut a perimeter boundary, road or vehicular haulage way, the Council is responsible for maintaining the outside and top.

4.6 Trees

Tenants must not, without consent of an authorised officer, cut or prune trees outside of their own allotment or allow self-seeded trees to grow on their allotment (especially any that are growing through a perimeter fence).

4.7 Weed Control

It is the Tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining Tenants. Where, on inspection or as the result of complaints, a plot with weeds is identified the Tenant will be sent a letter requiring the situation to be remedied within a month. A further inspection will be carried out in 4 weeks and if there are no improvements in cultivation a notice of termination will be sent. See 14.1.

4.8 Observance of Rules

Tenants must observe and comply with current rules, regulations and policies, and those which the Council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions). These may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements. Failure to observe rules may lead to termination of tenancies.

4.9 Authorised Council Officer Instructions

Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.

4.10 Ponds

Ponds must be temporary and only used for drainage purposes. They should not be constructed out of concrete or any other hard landscape material. All ponds should be sited at least 2.0m distance from any haulage way or path. The maximum surface area for a pond is 4sq.m. and the maximum depth is 1.0m. Tenants are responsible for the safety of the Garden Allotment, and they must provide secure fencing and safety notices.

5. RENT

5.1 Payments

- a) Due notice is given that rents are payable from January to December each year (no individual letter will be posted).
- b) The Tenant must pay the notified rent by 31 January of each year or 14 February at the very latest following a final request from the Council

5.2 Rent year

The rent year runs from 1 January to 31 December each year. Tenants taking up an allotment within the rent year will normally be charged for the remainder of the year with a pro rata amount.

5.3 No rebate

A Tenant may voluntarily relinquish their Allotment Garden at any time, or have their tenancy terminated for breach of the Allotment Tenancy Agreement before year end but no rebate will be payable.

5.4 Clear site on cessation of tenancy

The departing Tenant shall remove any items or derelict structures, as determined by the Council, from their Allotment Garden before the end of the tenancy and hand back in a reasonably weed free state. The Council will dispose of any such material not removed by the Tenant. The full cost of disposal and/or weed clearance will be charged to the outgoing Tenant.

5.5 Rent review

Rent may be increased at any time provided the Council takes reasonable steps to give at least six months notice by way of signs on notice boards and gates. Failure to give notice to any individual Tenant will not invalidate that Tenant's rent increase.

5.6 Consultation

The Council may increase the rent without six months notice where any enhanced facilities are provided on a particular site, after consultation with Tenants and agreed by 2/3rds of those Tenants responding to any survey or questionnaire.

6. WATER, BONFIRES AND OTHER RESTRICTIONS

6.1 Water

Sprinklers are prohibited. Hose pipes may be used to water directly if hand held or to fill water butts, provided this does not prevent other Tenants having access to water supplies. Water supplies will be turned off in the winter months (November to February).

6.2 Bonfires

Bonfires are a last resort for disposing of waste generated on a plot (where there is no green waste collection on site). Bonfires are permitted only for the burning of dry, diseased plants, perennial weeds, stalks and prunings. Use of an incinerator or 'burning barrel' will be required for all bonfires. When leaving your plot ensure the fire is completely extinguished. Bonfires must never be left unattended.

Bonfires are not permitted at any time for the burning of manufactured materials such as plastics and rubber (which give off toxic fumes that aggravate asthmatic and pulmonary medical conditions), these should be disposed of at the designated rubbish depositing area, or civic amenity site.

Allotment Tenants should be aware of their surroundings and local area (Highways, local housing) and mindful that smoke from bonfires could be a nuisance and that council reserve the right to prohibit bonfires at allotment sites. Bonfires are NOT allowed at Westbourne Allotment site'.

Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990 and Clean Air Acts. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.

The Council reserves the right to prohibit bonfires on a specific plot and/or group of plots.

6.3 Rubbish and Recycling

Rubbish from external sources must not be deposited on the Garden Allotment or any other part of the site including any designated rubbish depositing area. Abuse may result in prosecution.

Some sites have waste/recycling bays, and separation of materials is important. Green waste bays are for perennial weeds, diseased plants, prunings and stalks.

All non-diseased vegetative matter shall be composted and used on the Tenant's Garden Allotment. Diseased plants and perennial weeds can be burned in an incinerator in accordance with Rule 6.2 above.

6.4 Removal of Soil and Similar Materials

Tenants may not remove any mineral, sand, gravel, earth or clay from the Garden Allotments without the written permission from an authorised officer.

6.5 Discrimination

Tenants must not discriminate, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition.

6.6 Duty of Care (including chemicals, fuel and hazardous materials)

Tenants, even when not on site, have a duty of care to everyone, including visitors, trespassers and themselves. Particular care should be taken when using mechanical/powered equipment.

Care should also be taken to avoid creating hazards by the construction of features on the allotment or the storage and usage of chemicals, fuels and hazardous materials. Asbestos is prohibited; if you discover it, you are obliged to inform an authorised officer of its location.

Obstruction of paths and haulage ways is not permitted.

Tenants may not bring, use or allow the use of barbed or razor wire on the Allotment Garden

6.7 Nuisance

Tenants must not cause or permit any nuisance or annoyance to other users of the allotment site or local residents.

The allotments and site or any structures thereon may not be used for any illegal or anti-social activity.

6.8 Excessive Alcohol consumption is forbidden on allotments sites at any time. There is no reason for any Tenant to access the Allotment sites after dark. The Police will report incidents to the Town Council if they are requested to attend any allotment site.

6.9 Firearms

The possession or use of any firearm on Allotment sites is strictly prohibited and the Police will be informed of any reported incidents.

6.9 Site Security

All Tenants and authorised persons must lock gates where provided on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.

6.10 Carpets

No carpets will be permitted on a plot for the purposes of suppressing weeds.

6.11 Gas Cylinders

Gas cylinders are not permitted to be used/ stored on the allotment site, except by prior written consent of the Town Council. Oxy-Acetylene gas cylinders **are forbidden**.

7. DOGS AND ANIMALS

7.1 Dogs

Dogs must not be brought onto allotments or any part of the site unless they are kept on a short leash or otherwise restrained at all times.

7.2 Livestock

The keeping of livestock, other than that permitted by s.12 Allotments Act 1950, (domestic chickens [not cockerels] and rabbits) is prohibited. The Council reserves the right to prohibit the keeping of livestock of any kind on a specific plot and/or group of plots. No livestock is permitted at Westbourne Allotment Site.

8. UNAUTHORISED PERSONS

8.1 Authorised persons

Only the authorised officers, Tenant/s, or a person authorised or accompanied by the Tenant is allowed on the site. This includes contractors appointed by the Council or Tenant. The authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.

9. PATHS AND HEADLANDS

9.1 Weeds

Paths within Garden Allotments must be kept free from flowering weeds and rank growth must not exceed 150mm (over 6" high).

9.2 Shared paths

Shared paths between two Garden Allotments must be maintained, and kept cut and clipped up to the nearest half width by each adjoining Tenant; paths must be kept clear of obstructions at all times.

9.3 Width

All paths should be wide enough for easy pedestrian access to neighbouring Tenants' plots.

9.4 Haulage ways

Where car parking or vehicle access is permitted on a Garden Allotment site, the Tenant must ensure that all haulage ways have free access for other users.

10. STRUCTURES (sheds, greenhouses, poly tunnels and fences)

10.1 Sheds and greenhouses

Tenants may put up one shed and one greenhouse on their plot. The foundations should be no deeper than 0.91m (3'). However, The Council reserves the right to prohibit the erection of sheds or greenhouses of any kind on a specific plot and/or group of plots.

10.2 Temporary structures

Any structure, including Poly Tunnels (only if approved by Selby Town Council in writing) on the Garden Allotment must be temporary and maintained in safe order with a neat external appearance and condition. If the Council is not satisfied with the state of the structure the Tenant must either repair it to the Council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the Council may remove it and charge the Tenant the full cost of removal and disposal.

10.3 Hazardous materials

Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.

10.4 Ground fixing

All structures must be adequately secured to the ground to prevent uplift.

10.5 Fences

Fences adjacent to perimeter boundaries of the site and haulage ways must not exceed a height of 2.0m. Solid fences adjacent to neighbouring plots must not exceed 1 metre in height and wire and trellis fences should not exceed 1.5m in height.

10.6 Underground utilities

All structures must be kept within the boundary of the Garden Allotment and must not be constructed over underground utilities (e.g. water supply pipes). Contact an authorised officer if unsure of location.

10.7 Motor vehicles

Motor vehicles may not be parked overnight or deposited on the Garden Allotment.

11. PLOT NUMBERS, NOTICES AND ADVERTS

11.1 Site information

Site information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the authorised officer.

11.2 Allotment numbers

Tenants must mark the Garden Allotment number on a post, and keep it clean and legible to be visible from the haulage way. If a whole allotment is divided into two half plots the Tenant is responsible for marking the boundary line with a minimum of two posts (do not put posts over water supply pipes) or by some other safe and visible method. The Council reserves the right to mark numbers on plots in any of the above ways if the Tenant does not. The location of a dividing line between Garden Allotments is to be determined by the Council, and the method of marking the line is in agreement with the Tenant/s.

12. CHANGE OF ADDRESS AND NOTICES

12.1 Tenants must immediately inform the Council, in writing, of changes of address.

12.2 Notices to be served by the Council on the Tenant may be:

- 1 a) Sent to the Tenant's address in the Tenancy Agreement (or as notified to the Council under these rules) by post, registered letter, recorded delivery or hand delivered; or
- 2 b) Served on the Tenant personally.

12.3 Notices served under paragraph 12.2 will be treated as properly served even if not received.

12.4 Written information for the Council should be sent to: The Town Clerk. Selby Town Council, Town Hall, York Street, Selby or e-mail admin@selbytowncouncil.co.uk

13. INSPECTION

13.1 Any Garden Allotment and any structure on it may be inspected by an authorised officer of the Council or the police at any time and Tenants must give whatever access is required with or without notice. Tenants must provide a key to every gate on the allotment plot, at the time of signing agreement.

14. PAYMENT OF RENT AND TERMINATION

14.1 The Council may terminate allotment tenancies in any of the following ways:

- a) Where the rent is not paid by 31 January the Tenant will be notified to the effect that if the rent is still not paid at 14th February, the Council will terminate the tenancy and re-let at their discretion.
- b) Should an Allotment Tenant move from Selby Parish.
- c) Notice will be served for non-compliance of any of the rules or a breach of any law pertaining to allotments including the growing of illegal substances.

14.2 For Tenant terminating see 5.3 and 5.4.

15. COUNCIL'S RESPONSIBILITIES

15.1 Administration

Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.

15.2 Repairs and Maintenance

Repairs to site perimeter fences, gates and water infrastructure, maintenance of haulage ways, vacant plot management, hedges (see 4.5) and tree management. (See 4.5. and 4.6). Installation of taps or any connection to Selby Town Council's water supply is forbidden unless written approval has been given.

15.3 Rubbish

To remove rubbish which has been fly-tipped or rubbish placed in any designated rubbish disposal areas. (Tenants should report anyone who brings rubbish onto the site from outside, to the authorised officer).

15.4 Liability

The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on Garden Allotment. Tenants are advised that storage of any items on the Garden Allotment is at their own risk.

The Town Council reminds Tenants of its Garden Allotments that they are liable for any matters arising from their actions and should be mindful of the health and safety, both of themselves and family, and of others using the allotment sites.

16. COMPLAINTS PROCEDURE

The Council aims to provide a high quality of allotment service and obtain best value from its contractors. If, however, you are unhappy with the service, in the first instance telephone or write to the Town Clerk. If you are dissatisfied with the response then contact the Town Mayor. The Town Council's complaints procedure is available from the Town Hall and is on the Town Council's website – www.selbytowncouncil.gov.uk

17. REVIEW AND AMENDMENT OF THE RULES

These Garden Allotment rules should be read in association with the Town Council Allotment Garden Tenancy Agreement. Both documents will be reviewed annually and any necessary amendments will be made and notified to all Garden Allotment Tenants.

18. COUNCIL'S CONTACT DETAILS

Any issues or problems relating to allotment gardens may be clarified by writing to the address below, or telephoning the Town Council office on:

Tel: 01757 708449 (24 hour answering).

e-mail: admin@selbytowncouncil.co.uk

web page: www.selbytowncouncil.gov.uk

The Town Clerk
Selby Town Council
Town Hall
SELBY
YO8 4AJ