

Rules & Regulations

1. The tenancy agreement will be in the name of one person only.
2. The tenant shall pay a yearly rent charge based on size of the allotment garden (this includes water and pest control charges which are charged in arrears) payment to be made in full within 30 days of the agreement (This may be subject to review and a notice of one year will be given of any changes).
3. The tenant shall pay a one off **£15.00** administration fee and a **£30** refundable deposit on the uptake of a new allotment garden charged on first invoice (deposit repayable at the end of the tenancy subject to clause 20).
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by themselves and their family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
6. The tenant shall reside in the Parish of Hellesdon during the tenancy.
7. The number of plots allocated per household is at the discretion of the Parish Council.
8. During the tenancy, the tenant shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade (Separate policy document);
 - d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission; (Please see separate policy for full details).
 - g) not fence the Allotment Garden without first obtaining the Council's written consent;

- h) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - i) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission; (only fruit bearing trees will be considered).
 - k) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - l) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
 - m) not allow children onto the site unless accompanied and supervised by the plot holder.
 - n) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - o) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant [shaded brown for identification purposes only on the plan attached].
 - p) ensure the plot number is clearly visible.
 - q) ensure dogs brought onto site by the allotment tenant, are kept on a short lead at all times and no fouling permitted or straying on to other plots.
 - r) not hold a bonfire. Bonfires are not permitted at any time.
 - s) not bring any asbestos or barbed wire to site for any purpose.
 - t) not store any lubricants, flammable or dangerous chemicals on site. Compensation will be sought if damage caused.
 - u) not deposit, or permit to be deposited any refuse, rubbish or any extraneous matter on their plot, or any other part of the allotment site.
 - v) ensure the main gates to the allotments must be kept closed at all times.
 - w) note that vehicles should be parked in the designated parking area at the entrance of the allotment gardens. Vehicles should only be brought onto site for the purpose of loading and unloading.
 - x) not keep any caravans, mobiles or vehicles onsite.
 - y) note that water on site shall only be available between 1st April and 30th September. Consumption is measured on a meter and is divided between registered allotment tenants and charged in arrears.
9. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden (Additional information provided on pest control).
10. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden (Water charges and pest control are recharged to the allotment tenant in arrears).

11. The council shall not be responsible for clearing of moles, bees, wasps, rats, rabbits or any other identifiable pest.
12. The Council will provide and maintain/clean toilet facilities. A key is provided to each tenant and under no circumstance is to be copied. Replacement keys will be charged to the tenant at a cost of £10.
13. The Council will maintain the public areas, but this does not include any paths between plots.
14. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
15.
 - a) the rent is in arrears for 40 days or;
 - b) three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8; or
 - c) the tenant lives outside the Parish of Hellesdon.
16. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
17. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
18. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
19. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
20. On the termination of the tenancy, the tenant shall clear the plot and make good.
21. On return of keys and satisfactory inspection of plot a refund of any monies owing to the tenancy holder will be made, including any refundable deposits.
22. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.