

Allotment Regulations and Tenancy Agreement

This tenancy agreement is subject to the Allotment Acts 1908-1950 and is laid out by the Parish Council with the regulations and conditions endorsed on this agreement.

1. All allotment rents are payable in advance. The allotment year runs from 1st November to 31st October.
2. The tenant shall reside within Burwell during the tenancy.
3. The Parish Council or any person authorised to act on their behalf may enter the allotments as required to inspect the state and condition of the land. All allotment plots will be inspected in May, August and October.
4. The Parish Council reserve the right to re-let any allotment (or spray/strim weeds on it) that remains uncultivated.
5. The tenant is responsible for keeping on clear display the numbered marker stake at the edge of the plot. The numbered marker **MUST NOT** be removed from the plot. The tenant is responsible for contacting the office to replace the numbered marker stake should this be removed/missing.
6. There shall be no sub-letting of any part of the allotment plot.
7. Allotment plots must only be used for the cultivation of vegetables, fruit and cut flowers for use and consumption by themselves and their families.
8. 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.
9. The tenant must ensure
 - a) that they remove weed seed-heads before the seed has set;
 - b) control of pernicious weeds, such as those that spread through the extension of roots or by generating new plants from growing tips in contact with the soil;
 - c) removal of long grass or detritus that is likely to harbour slugs and snails.
10. Allotment Plots should be cultivated in a way that does not interfere in a material way with the enjoyment of neighbouring tenants or that it is likely to impede the ability of the Parish Council to re-let the plot later.
11. If action must be taken by the Parish Council to control weeds the cost will be deducted from the deposit.
12. The planting of any trees on an allotment plot is forbidden, fruit bushes are acceptable. Where trees on a plot have been inherited from a previous tenant, they must be kept tidy and pruned to prevent nuisance and encroachment of shade onto neighbouring allotments.
13. No pruning of amenity trees may be carried out by an allotment holder. If problems arise with amenity trees at the site, please inform the Parish Council Office who will take appropriate action.

14. The keeping of any animals or livestock, including bees of any kind upon the allotment garden is prohibited, without the prior consent in writing of the Parish Council such consent not to be unreasonably withheld.
15. No building, including sheds, greenhouses, polytunnels or fences over 4ft in height shall be erected without prior written consent from the Parish Council. Only transparent wire fences will be approved, and all structures must be kept in good repair.
16. Allotment holders must seek permission from the Parish Council should they wish to place a pond or a water feature of their plot. The application must include the **size** and the **depth** of the pond **must be no more than 75cm.**
 - a. No ponds should be dug, until permission has been granted by the Parish Council as the safety of other allotment holders and the size of the plot needs to be considered.
 - b. The Allotment Holder is responsible for placing a clear sign on the plot that there is pond/water feature.
 - c. Ponds must be filled in by the allotment holder when the plot is vacated. Failure to do so will see the deposit non-refunded.
17. Tenants are responsible for keeping the left border next to their plots accessible/cut. This must not be done by using pesticides or herbicides.
18. The mains water is provided by the Parish Council through standpipes on the allotment site and the use of hose pipes from the Parish Council's supply is strictly prohibited. Tenants must ensure that the taps are turned off when not in use and the dunking baths are kept free from debris.
19. No bonfires are permitted on the allotments except for the burning of garden waste which is not compostable. They may only be lit one hour before sunset and must be attended until extinguished.
20. Machinery should not be used before 8:00am or after 8:00pm.
21. Dogs are not permitted on the allotments unless they are assistance dogs.
22. Due to the hazardous nature of the allotments, parents must ensure that children are always supervised whilst on their plot and not allowed to encroach on other allotment holders' plots, unless invited to do so.
23. Compost/manure heaps should be sited within the boundaries of the tenant's allotment plot. There is no facility for a communal area for the storage of compost/manure.
24. All communal open spaces must always be kept clear and no tipping of soil, manure etc is allowed in these areas other than the designated manure drop-off point under the cherry tree near the Green Lane entrance. A cross path once reinstated around the boundary edge of the allotment site should always remain clear.
25. Disabled parking and some limited general parking are available outside the Parish Council shed. Cars can only park along the allotment access road to drop items off at designated plots. Cars must then be moved.
26. The tenancy may be terminated by the Parish Council or tenant by giving 12 calendar months' notice in writing.
27. The tenancy may be terminated by the Parish Council after one month's notice in the following circumstances: -

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- a) If the tenant ignores two letters regarding the “non-cultivation” of the allotment plot, then the tenancy will be terminated and the deposit not returned.
 - b) If the tenant is in arrears for not less than 40 days OR
 - c) If the tenant is not duly observing the conditions of the tenancy OR
 - d) If the tenant becomes bankrupt or compounds with their creditors
28. At cessation of tenancy the outgoing tenant must ensure that the allotment is completely cleared and left in a ready state for the new tenant. Failure to comply with this will result in the non-return of the deposit or items left will revert to Parish Council ownership.
29. Should any problems or disputes arise, these should be addressed to the Parish Council in writing or email via the office at the above address. Full Council's decision is final.
30. When speaking to any Parish Council Representative, please do so with respect and politeness. Abusive behaviour will not be tolerated.
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BURWELL PARISH COUNCIL
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E-mail burwellpc@burwellparishcouncil.gov.uk

We are pleased to confirm that the allocation of plot ____ to you. Please read the regulations and complete the agreement section below and return to the Parish Council office.

Name _____ Address _____

_____ Post code _____

Telephone Number _____

Email Address _____

I hereby certify that I accept the tenancy of said allotment plot for the forthcoming season. I have received and read the Allotment Regulations and agree to abide by these.

Signed (Tenant) _____