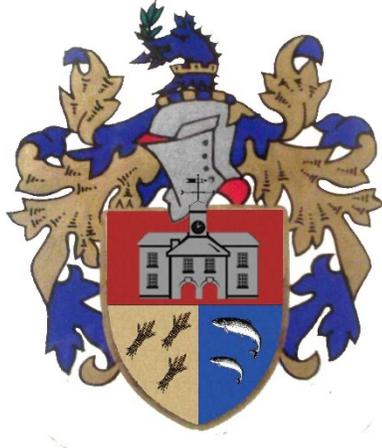


YARM TOWN COUNCIL



Allotments

Rules and Regulations of Tenancy

Produced by Yarm Town Council
Town Hall
High Street
YARM
TS15 9AH

Effective from 1st January 2020

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Foreword

This is the 2018 edition of the 'Rules and Regulations of Tenancy' for Yarm Allotment Tenants and is the version which all tenants should now adhere to. This document has been produced in a loose leaf format. Future amendments will also be issued, when required, as loose leaves for you to insert into this document. This document shall be subject to annual review.

If you require further copies of this document they can be obtained by visiting the Town Council website at www.yarmtc.org/allotments or by telephoning 01642 927308 or 07399 576254.

These Rules, Regulations and Tenancy agreement provide every tenant with a clear understanding of what is required of them on their allotments in Yarm. We would appreciate your help, support and cooperation in ensuring your use of the allotment complies with the Rules, Regulations and Tenancy Agreement contained in this document.

Yarm Town Council would like to wish you a successful and happy year of allotment gardening.

Thank you

Yarm Town Council

Contact Us

All allotment related enquiries should be directed to the Council's Clerk and/or members of the council's Allotment Committee.

You can do this:

Face to face:

By telephone: 01642 927308 or 07399576254.

By email: townclerk@yarmtc.org

You can also find us online at www.yarmtc.org/allotments

Part 1 - Your Tenancy

This Tenancy Agreement is made in line with the Allotments Acts 1908 to 1950 and apply to all Council owned and rented allotments, whether association managed or otherwise.

1.1 Tenancy Agreement

- 1.1.1 All plots are let on an annual basis, with the rent year running from 1st October to the 30th September.
- 1.1.2 In order to continue a tenancy plot holders must:
 - (a) Sign and return a copy of the Tenancy Agreement to the Council within 10 working days of accepting an offer of an Allotment.
 - (b) Pay the required rent within 40 days of the issue of the invoice.
 - (c) Fully comprehend and manage their plot, in accordance with these 'Rules and Regulations'.
 - (d) Annually observe and comply with any amendments to these rules, which may have been made. These changes will be displayed on the site notice boards and may be sent out with the annual Tenancy Agreement.
- 1.1.3 The rent is non-refundable.
- 1.1.4 Each allotment tenancy will be made in the name of one person only, even if more than one person works on the plot.
- 1.1.5 The Council, as landlord, retains all rights and powers over the land.
- 1.1.6 The Council reserves the right to set appropriate annual rent levels and review and revise these levels, as becomes necessary to sustainably continue the service.
- 1.1.7 Any rent increase will occur on 1st October each year; however, tenants will receive 12 months' notice of any variation to this amount.
- 1.1.8 Yarm Town Council's 'Allotment Rules and Regulations of Tenancy' apply to all tenants, be they existing or new.
- 1.1.9 Tenants who move out of the Parish will be required to end their tenancies.

1.2 New Tenants, Eligibility Criteria and Allocation of Plots

- 1.2.1 To be eligible for an allotment plot, a person must be at least 18 years old and reside within the parish of Yarm. Proof of residency will be verified via the Electoral Role and if required further proof of residency by evidence of Utility Bills and Photographic evidence of Driving Licence or Passport can be requested.
- 1.2.2 Persons wanting to rent an allotment garden must apply to Yarm Town Council on the form provided for that purpose before they are added to the waiting list. This must be fully completed with all relevant information provided and when the applicant is verified they are added to the waiting list.

- 1.2.3 All plots are let on an 'as seen' basis and the Council is not responsible for any works which may be required after acceptance.
- 1.2.4 When someone confirms their wish to commence a new tenancy, they will be asked to sign a Tenancy Agreement and pay the rent on that plot, prior to being allowed to start work on the plot.
- 1.2.5 New tenants will be expected, within a 3 month probation period, to undertake a specified level of progress or cultivation, agreed at the start of the tenancy with the Clerk and representative of the council's Allotment Committee. Failure to do this within this period, will result in the tenancy being terminated, in accordance with the tenancy enforcement procedure.
- 1.2.6 If the new tenant, within the 3 month period, has not observed the Rules and Regulations, then one month's notice may be given to end the tenancy under Section 30(2) of the Small Holdings Allotment Act 1908.
- 1.2.7 Plot allocation is restricted to one plot per person except where in prior years allocations were made to tenants for additional plot when the council was unable to find new tenants. When these tenants surrender their plots the council will revert to restricting one plot to a person.
- 1.2.8 The person at the top of the waiting list will be selected as tenant of the next available allotment if he or she;
- a. Still lives in the parish of Yarm Town Council and is on the electoral role (where the person has recently moved into the parish and is not on the electoral roll proof of residency is required).
 - b. Agrees to abide by the Rules.
- 1.2.9 Persons refusing the allotment garden offered shall go to the bottom of the waiting list unless the Council is satisfied that there is a good reason for the refusal.

1.3 Primary Users

- 1.3.1 The tenant must be the primary user of the plot. The provision of allotments under the Allotments Act is for the "cultivation by the occupier mainly for the production of vegetables, fruit and flowers by himself and his family".

1.4 Sale and Sub-Letting

- 1.4.1 The tenancy of an allotment is personal to the tenant and is not transferable. Under Section 27 (4) of the Allotment Act 1908, the tenant may not assign, underlet or part with possession of all or part of their allotment.
- 1.4.2 Any structure, shed or greenhouse sold by the tenant must be removed from the plot forthwith.
- 1.4.3 The sale or sub-letting of plots including sharing with another person is strictly prohibited.

1.5 Partnerships

- 1.5.1 A tenant may register one partner (a partner being of the same household) to assist on the plot with family members living in the same residency also being

permitted. The council is aware that at present a number of tenants have had helpers for a number of years. This situation will need to be registered with the council with some evidence/history given. The issue of helpers will not be given to other tenants where this practice does not exist or in the future to new tenants. Furthermore, in the event that the tenancy holder surrenders the allotment plot the registered helper is not entitled to take it over.

- 1.5.2 A registered partner has no automatic right to assume the tenancy of the plot, if the tenant makes the decision to surrender the plot.
- 1.5.3 Any person working the plot who is not registered, will not be considered for tenancy upon surrender of a plot by the tenant.
- 1.5.4 The Council will consider each tenancy on an individual basis and reserve the right to allocate the plot to a partner, who has been registered and working the plot for a minimum of 3 years.
- 1.5.5 In the event of the death of the tenant please see point 7.3.
- 1.5.6 A registered partner will only be considered for offer of tenancy where plots have been managed in accordance with the Rules and Regulations.
- 1.5.7 The Council has the right to dissolve a partnership if they believe it to be necessary for any reason.
- 1.5.8 Plot tenancies must be surrendered by the existing tenant before the Council will consider the application of the registered partner to take over the plot.
- 1.5.9 If a partnership has been dissolved by the Council, the Council reserves the right to refuse any future partnerships.

1.6 Change of Address

- 1.6.1 The tenant must give written notice of change of address within one month of any change. Failure to do so will result in a warning (pinned to the gate if necessary).
- 1.6.2 Personal information held by the Council relating to your allotment tenancy will be held in accordance with the Data Protection Act 1998. Any requests for information held by the Council in relation to the allotment tenancy will not be divulged to a third party without express written permission of the tenant.

1.7 Written Correspondence

- 1.7.1 Any written correspondence, for example, letters, notices, forms will be deemed to have been served if sent by post to the tenant at his/her last known address (or by an agreed preferred alternative method, i.e. e-mail) or left in a conspicuous place on their plot.

1.8 Power of Entry and Inspection

- 1.8.1 The allotments are Council owned land and any officer of the Council including the Clerk and members of Allotment Committee to enter and inspect an allotment garden to ensure compliance with rules and regulations of tenancy.
- 1.8.2 Tenants are advised that photographs are a routine part of the inspection process and these pictures are retained by the Council's Allotments Committee for future reference, in accordance with the requirements of the Data Protection Act 1998.

- 1.8.3 If you cause hindrance or harassment of a duly appointed officer in carrying out inspection of the plot, an immediate Notice to Quit will be issued.
- 1.8.4 Signage will be posted on the entrance gates when inspections are taking place. Could state month/week. In normal circumstance inspections are undertaken in April (to ensure that tenants have made good to plant produce) and June (to check that Allotments have been utilised to grow produce).
- 1.8.5 Plots are inspected against a “traffic light” grading system with green being a pass, amber receiving an advisory letter and red receiving a warning following the system below.

1.9 General Breaches of Tenancy - Enforcement Procedure

- 1.9.1 When evidence exists that a general breach of tenancy has occurred, tenants will be subject to the following enforcement procedure, in order to allow the tenant opportunity to remedy the breach.

- (a) 1st Warning Letter

This will outline the nature of the breach (es), give instructions on required actions and **21 days** for the tenant to rectify the problem.

- (b) 2nd Warning Letter

If, after the 21 day period, it is found that no or insufficient action has been taken, then the tenant will be issued with a 2nd warning letter. This will give the tenant an **additional 14 days** to rectify the breach.

- (c) Notice to Quit

If, after 14 days from the 2nd warning, it is found that no/insufficient action has been taken, then the tenant will be issued with a **Notice to Quit**.

The Notice to Quit informs the tenant that the tenancy will be terminated in **one month** and that the eviction process has commenced.

In this period, they must remove all possessions and locks and leave the allotment plot in an agreed condition.

- (d) After the one month has expired, a **Notice of Re-entry** will be posted on the allotment plot in a prominent position and the Council will then have regained possession of this plot and all items which remain on it.

The tenant will receive a letter to confirm that the tenancy has ended.

1.10 Serious Breaches of Tenancy - Enforcement Procedure

- 1.10.1 Where a serious breach of tenancy has occurred (see list below for definition) then an immediate Notice to Quit will be issued and tenants will be instructed to vacate the plot within one month and their tenancy will be ended subject to an appeal against dismissal by the allotment holder within two weeks of receiving the Notice to Quit

- (a) Examples of Circumstances for Immediate Notice to Quit

- Abuse or violence towards other tenants, officers of the Council or members of the public.
- Criminal activities.
- Activities which may cause significant harm to human or animal health or to the environment.

1.11 After Enforcement

1.11.1 Tenant Record of Warnings

- (a) Any warning received by the tenant will remain on record for 3 years (from the date of the warning). This system aims to prevent persistent abusers of the rules and regulations.
- (b) Tenants who, in one season, received a first warning, subsequently took adequate action that year, but then commit the same offence within the 3 year period, would receive a 2nd warning for that offence rather than another 1st warning.

1.11.2 On termination of the tenancy, any works which are required to bring the plot to the standard that it may be re-let, will be undertaken by the Council and the outgoing tenant charged for this.

1.12 Requests for Extension to Annual Inspection

1.12.1 Tenants who are unable to cultivate their plot due to illness, or other personal circumstances, should contact the Council to inform them of this. All such details will be strictly confidential.

1.12.2 At the discretion of the Council, tenants may be given an extension of a maximum of 6 months and will not be subject to the normal inspection/enforcement procedure in this time. A request for an extension will usually only be considered if the plot is already in a reasonable standard of cultivation.

1.13 Lettings to Existing Tenants

1.13.1 When a plot is vacated existing tenants may apply to the Council to move to a vacant allotment garden which offers better access or soil.

- a. The council will display a site notice advertising the vacated plot as available for transfer for a duration of 2 weeks.
- b. Existing Tenants should write to the Clerk expressing their interest in transferring to the vacated plot.
- c. If two or more tenants want to move to the same allotment plot then the move will be decided on the basis of the best kept allotment garden presently held in the opinion of the Chairman of the Council's Allotment Committee or, if there is no noticeable difference, of seniority (duration of tenancy held).

Part 2 - Site Rules

2.1 Authorised Persons

- 2.1.1 Only the tenant, any registered partner and family members residing in the same residence or visitors to the tenant are allowed on the allotment site, except during site open days or in accordance with 2.1.4.
- 2.1.2 Any authorised person(s) (including, where applicable, the Clerk of Allotment Committee members) may order any unauthorised person to leave the allotment site immediately.
- 2.1.3 No person under the age of 18 years of age is allowed on site, unless accompanied by an adult or has been given permission in accordance with 2.1.4.
- 2.1.4 Non-tenants may be allowed on site when the tenant is away to water plants, tend to livestock/animals etc. if the Clerk/Allotment Committee has been informed.
- 2.1.5 The tenant is responsible for the behaviour of children and adults visiting the allotments. In an instance where a visitor breaches site rules, then the tenant will be held equally responsible.
- 2.1.6 In the event that a Tenant cannot manage to cultivate the plot assigned to them, they should consider surrendering the plot. In circumstance of personal injury or illness whereby the tenant's family are unable to attend to the allotment and the tenant seeks short term help of up to 6 months to overcome this period whilst recovering, you should contact the Clerk to seek aid from existing Allotment Tenants. This will be at the discretion of the Council.

2.2 Site Hours of Use

- 2.2.1 Allotments should only be accessed in the hours of daylight (i.e. dawn until dusk).
- 2.2.2 Those requiring access to the allotments outside of these hours (i.e. for exceptional needs, such as animal husbandry etc.) must contact the Council for permission.
- 2.2.3 Overnight stays within the Allotment Site are strictly forbidden.
- 2.2.4 The Council reserves the right to delegate authority to any appropriate policing or security body to challenge the activities of any person found on an allotment site at any time of the day.
- 2.2.5 Parking on the Allotment Site is for when tenants are tending their allotments only.

2.3 Keys

- 2.3.1 Keys for the Allotment Hut can be purchased from the council for a small charge and a refundable deposit.
- 2.3.2 Any additional or replacement keys will be subject to a charge and can be purchased from the Council. This charge includes a refundable deposit, which will be returned upon return of the key.
- 2.3.3 Tenants must ensure that keys are kept in their possession and must not be lent out to any third party.

2.3.4 Any copying of keys is strictly forbidden and will be deemed as a serious matter resulting in Termination of Tenancy.

2.4 Locking of Gates

2.4.1 Where applicable all tenants and authorised persons must lock gates 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.

2.5 Reporting of Crime and Anti-Social Behaviour

2.5.1 Allotment tenants are encouraged to report any instances of crime or anti-social behaviour on allotments to the Police and the Clerk/Allotment Committee (see useful numbers at the end).

2.6 Access

2.6.1 The tenant, registered partners and family members must only enter the allotment site by the provided tracks, path and associated gates.

2.6.2 No additional entrances or gates can be installed without prior written permission of the Council.

2.6.3 Tenants cannot modify or interfere with the padlocks, fences, gates or any other security provision made by the Council.

2.6.4 Tenants must pay due regard to their own personal health and safety and of others who may be around them.

2.7 Vehicles on Allotment Sites

2.7.1 It is not permitted to use allotment plots for parking or garaging of vehicles or caravans.

2.7.2 Plot users are requested to park considerately and not block access ways to adjacent properties or routes that might be required by maintenance or emergency vehicles. Paths must not be obstructed or parked on by vehicles unless for purposes of loading or unloading. Owners of vehicles which frequently and persistently block paths will be issued with a warning.

2.7.3 Pedestrians have priority use of allotment tracks at all times and vehicles must drive with due care and consideration, stopping to allow pedestrians and other users to pass safely.

2.7.4 Drivers must limit their speed to 5 mph.

2.7.5 The Council reserve the right to prohibit vehicular access (both temporarily and permanently) onto sites, if they believe that it is detrimental to the site, e.g. due to damage to the internal pathways or issues caused by unauthorised access (i.e. theft or fly tipping) or for the safety of tenants.

2.7.6 Vehicles are parked on allotments sites at the owner's risk.

2.8 Expected Behaviour of Tenants

2.8.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, language,

religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any other condition which cannot be shown to be justified. Tenants found to have committed such will be issued an immediate Notice to Quit.

2.8.2 No tenant must cause another tenant, officer of the Council, Allotment Committee or member of the public harassment, alarm or distress. Tenants found to have committed such or where the council receives a complaint of such will investigate such matters and where proven could result in a Notice to Quit.

2.8.3 Allotment plots and any structures may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be issued an immediate Notice to Quit.

2.9 Notices and Advertisements

2.9.1 Notice boards are for the sole purpose of displaying information by allotment associations and the Council.

2.9.2 No notices or advertisements are allowed without the permission of the Council.

2.10 Water

2.10.1 The tenant shall not waste or contaminate water and the Council encourage the use of water saving devices, such as water butts for rain collection off sheds and green houses. Water hoses must be in good condition and not leak water during use.

2.10.2 All standpipes will be considered as a common resource to be shared with surrounding tenants.

2.10.3 Notwithstanding a ban from the Water Authority, hose pipes are permitted to water directly if hand held or to fill water butts, provided that this does not prevent other tenants having access to water supplies.

2.10.4 Any tenant who the Council considers to be using excessive quantities of water, or is seen to consistently monopolise the water supply to the detriment of other tenants, will be issued with a warning.

2.10.5 Any form of unattended mains connected irrigation (such as sprinklers and timed devices) are not permitted and a warning will be issued.

2.10.6 Alteration or illegal connection to the water supply is a serious breach of tenancy and tenants who have inherited such connections on their plots are advised to contact the Council.

2.10.7 The Council reserves the right to switch off the water supply for period of time, if necessary for maintenance work or to prevent damage to the water supply infrastructure, i.e. during winter months. Notices advising of such will be display in the notice board if water supplies are to be affected.

2.10.8 Tenants are not eligible for rent rebates on sites where water supplies have been temporarily turned off.

2.11 Internal Paths and Communal Areas

- 2.11.1 Where present, the tenant shall keep internal paths and communal areas adjoining the allotment, clean and free from flowering weeds and long overgrown grass (that exceeds 15cm) and in good repair.
- 2.11.2 The tenant shall not obstruct or allow to become obstructed, any path or road and soil must be kept clear of the edge to enable rainwater to drain away.
- 2.11.3 Where division paths exist, they should provide a clear and unobstructed access of at least 45cm wide and be included in the cultivated area.
- 2.11.4 In order to facilitate access by emergency services and maintenance vehicles, tenants of allotment plots adjacent to main access tracks must ensure that:
 - (a) the track is kept free of obstructions and hazards at all times;
 - (b) materials and manure are delivered directly into plots and not left unattended;
- 2.11.5 Tenants must not change or interfere with plot boundaries or encroach into alleys.

2.12 Notifiable Pests and Plant Diseases

- 2.12.1 Notifiable pests, plant diseases, injurious weeds and invasive plants should be reported to the Council.

2.13 Pests

- 2.13.1 All requests for pest control treatment must be made by contacting the Clerk to the Council.

2.14 Security and Covert Surveillance

- 2.14.1 Tenants are advised that CCTV cameras and other surveillance equipment can and will be deployed by the Council and other authorised agencies as necessary, to monitor and gather information about activities on allotment sites for enforcement purposes.

2.15 Fault and Repair Reporting

- 2.15.1 Faults and maintenance problems with security gates, locks, water pipes and fences should be reported to the Clerk of the Council. Once issues are identified, minor repairs will be undertaken as soon as reasonably practical by a Council assigned contractor.
- 2.15.2 Emergency faults which arise out of normal working hours which may compromise the security of the site should be undertaken using the Council's Allotment Committee.
- 2.15.3 Out of hours emergency faults should be reported to the Emergency Contact, details of which can be found under Section 9 "Useful Contacts" at the back of this booklet.

Part 3 - Your Plot

3.1 Plot ID Numbers

- 3.1.1 The plot number must be shown clearly on each plot at all times, so that they can be easily located by maintenance staff and emergency services.

3.2 Use of Plot

- 3.2.1 The tenant shall use the allotment plot for the recreational growing of vegetables, fruit, flowers and permitted livestock.
- 3.2.2 The 'cultivated area' is defined as that part of the plot cultivated for crop or flower production. This should represent 75% of the total plot.
- 3.2.3 The cultivated area may also include lawn, greenhouses, poly tunnels and fruit cages, housing for chickens and rabbits (all structures will require permission to be granted before erection).
- 3.2.4 Allotments must be kept clean and maintained in a good state of cultivation and fertility throughout the year.
- 3.2.5 An area that is cleared annually of weeds yet remains un-cropped or unplanted during any one year will be considered as non-cultivated.
- 3.2.6 Cultivation requires that the tenant annually dig, mulch, prune and weed the plot.
- 3.2.7 A plot that is completely laid down to 100% lawn or animal housing/runs will be considered as non-cultivated.

3.3 Weeds

- 3.3.1 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants.
- 3.3.2 Weed seed heads must be removed before the seed has set.
- 3.3.3 Long grass or detritus that may harbour pests must be removed.
- 3.3.4 Tenants must control invasive weeds which spread through root extensions (e.g. couch grass and ground elder) or from runners (e.g. brambles).
- 3.3.5 Allotments that have areas that are not suitable for production, such as heavily shaded areas, excessively sloping land, impoverished or polluted soils, or buildings/concreted areas which existed previously may be allowed an extended utility area. Any such exemptions will be at the agreement of the Allotment Committee/Council.
- 3.3.6 Up to 25% of the plot may be used for utility purposes, this includes sheds, storage areas, workshops, waste incinerators, seating, housing for animals (other than rabbits or chickens). Permission will be required for any structures erected on plots (see Part 6).

3.4 Trees and Hedges

- 3.4.1 All fruit trees must be adequately maintained and the maximum height for any tree on an allotment plot is 3 metres. Where a fruit tree exceeds this height

tenants should prune/reduce height.

3.4.2 No new trees shall be planted without the permission of the Council's Allotments Subcommittee Chairman.

3.4.3 Hedges must not exceed 2 metres in height.

3.5 Unauthorised Use of the Plot

3.5.1 Commercial Activities

(a) The tenant shall not use the allotment plot, or allow it to be used, for the purposes of any trade or business.

(b) The bringing onto the plot of produce or materials for the purpose of selling is not permitted. An exemption exists for any recognised Allotment Association Shops subject to Council approval.

3.6 Storage of Materials on the Plot

3.6.1 The storage of goods or materials not directly connected with the cultivation of the plot is not permitted.

3.6.2 The Allotments Committee have the right to ask the tenant to remove any items which they consider should not be stored on the plot.

3.6.3 Materials which are to be stored for use on the plot can only be stored for a maximum of 6 months. After this period, the tenant will be asked to remove surplus materials within a set time period.

3.7 Waste Disposal

3.7.1 Waste derived from the plot must be responsibly disposed of at a licensed waste disposal facility. Tenants may take waste materials from allotments to the local Household Waste and Recycling Centre. Please see the contacts at the end for further details.

3.7.2 The use of the plot for the storage, recycling or disposal of rubbish, scrap metal, hazardous material or other items brought onto the plot is strictly forbidden.

3.7.3 The tenant shall keep the allotment plot and the surrounding area clear of litter, refuse or other rubbish.

3.7.4 The tenant shall not deposit, or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure and compost in such quantities as may be reasonable required for the use in the cultivation of the allotment plot).

3.7.5 All deliveries of manure etc. should be supervised by the tenant and taken onto the plot immediately. Manure left in the lane/pathways will be considered fly tipping and enforcement action will be taken against the tenant who ordered it and the person who delivered it.

3.7.6 Tenants who fail to remove manure etc. will be issued with a warning and be liable for clean-up cost.

3.7.7 Tenants who witness illegal fly tipping onto allotment land should immediately contact the Police or the Council. All reports will be treated in the strictest

confidence.

- 3.7.8 Any building materials which are delivered to sites, e.g. window frames for greenhouses, must be taken into the plot immediately and stored appropriately. Failure to do so will be considered fly tipping and a warning will be issued.
- 3.7.9 The tenant must not place any refuse or organic matter elsewhere on the site (e.g. vacant plots or path ways). Tenants found dumping refuse, or organic matter in the lane or on a vacant plot, will receive a warning.
- 3.7.10 Tenants who are found to have illegally disposed of waste will be given an immediate Notice to Quit, as this is a serious, environmentally damaging act.
- 3.7.11 The council at its discretion may provide a skip on site for the use of tenants to clear old out buildings and large items of refuse.

3.8 Composting

- 3.8.1 Tenants are encouraged to compost organic waste, as a preferred alternative to burning.
- 3.8.2 The tenant shall maintain compost heaps in a tidy condition and they must be in proportion to the size of the plot.
- 3.8.3 Advice on composting can be found online.

3.9 Restriction on Open Burning (Bonfires)

- 3.9.1 Bonfires are permitted throughout the year and tenants must and tenants must adhere to the below rules.
- 3.9.2 Fires are not allowed to burn between 10.00 a.m. and 6.00 p.m.
- 3.9.3 Bonfires must be attended at all times. Failure to do this is a serious breach of health and safety and an environmental offence and tenants will be issued with an immediate Notice to Quit.
- 3.9.4 Bonfires must be restricted to no more than one cubic metre in size or contained in a metal brazier of approximately 45 gallon size.
- 3.9.5 Suitable methods to extinguish fires must always be available, i.e. water or sand.
- 3.9.6 Only organic material, i.e. perennial weeds, diseased plants or untreated wood may be burnt.
- 3.9.7 The burning of the following materials is strictly forbidden and will lead to immediate Notice to Quit and referral for prosecution under the Environmental Protection Act 1990.
 - (a) Any material producing black smoke, i.e. rubber, plastics, foam, paint.
 - (b) Any material originating from outside the allotment site.
 - (c) Any other material which may cause environmental damage or harm to human health.
- 3.9.8 Tenants should be aware that any bonfires which cause smoke nuisance under the Environmental Protection Act 1990, Section 80 may be subject to independent

enforcement action.

- 3.9.9 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.
- 3.9.10 When lighting bonfires, consideration must always be given to the prevailing weather conditions and the effects of the smoke on other tenants and occupiers of neighbouring premises. A guidance note on this is provide at the end of this document.
- 3.9.11 The Council will issue warning to those tenants who do not show due consideration to the rules and its guidance notes on Open Burning (bonfires).
- 3.9.12 The health and safety of other tenants and neighbouring residents must always be given priority.

3.10 Use of Materials as Weed Suppressants

- 3.10.1 The use of carpets as a weed suppressant is banned, due to the chemical contents and non-biodegradable nature of such items. Tenants who use such methods will received a warning.
- 3.10.2 Other weed suppressants, such a black plastic/polythene, should only be used as an aide to clearing the plot and should be removed at the earliest opportunity. In any event the use of plastic sheeting will only be permitted for a maximum of 4 months. Plots which have a large proportion of the ground covered with black plastic/polythene for long periods will be considered as non-cultivated.
- 3.10.3 The use of a breathable membrane material as a weed suppressant around plants is preferred to plastic/polythene sheeting or carpets.

3.11 Minerals

- 3.11.1 The tenants shall not:
 - (a) Sell or carry away any mineral, soil, stone, gravel, sand, slate, flints, clay or sub-strata or allow any other person to do so;
 - (b) Bring in any mineral material which may contaminate the plot, or be detrimental to the soil quality or fertility.

Part 4 - Health and Safety

4.1 Personal Safety

- 4.1.1 Tenants have a duty of care to ensure the health and safety of everyone on site, including visitors, trespassers and themselves.
- 4.1.2 The Council will not be held responsible for any damage or injury resulting from activities undertaken by tenants, partners and family on, or in connection with, their use of the allotment plot.
- 4.1.3 Particular care should be taken when using strimmers, rotovators and other mechanical powered equipment. Appropriate Personal Protective Equipment should be worn at all times and machinery operated in accordance with the manufacturer's instructions.
- 4.1.4 Unsafe working practice may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

4.2 Insurance and Personal Liability

- 4.2.1 Tenants are advised to seek professional advice about their personal and public liability and property insurance cover to ensure that it meets the requirements of their activities. Activities which may require additional insurance cover could include, for example, storage of hazardous materials, high risk activities or high value items. Tenants may also wish to consider becoming a member of one of the national allotment organisations, where membership benefits may be available.
- 4.2.2 Tenants should seek their own personal liability and property insurance cover against theft, damage and personal injury.
- 4.2.3 The responsibility for the security of any article taken onto the allotment site lies with the tenant/owner of the article and the council accepts no liability for loss or damage, howsoever caused.
- 4.2.4 Tenants must have adequate insurance cover for the use of heating appliances or the storage of hazardous materials.

4.3 Hazardous Materials on Allotments

- 4.3.1 All tenants with hazardous materials on plots are required to:
 - (a) Advise the Council in writing when hazardous substances are brought onto the plot; and provide the council with information on the substance and reason for its use. Tenants will also provide an annual update each year, even if there are no changes.
 - (b) Tenants must ensure that Hazardous Materials are stored correctly and securely and used in accordance with manufacturers' guidelines.
 - (c) Display a hazard sign on their gate or in a prominent place.
 - (d) Failure to adhere to the above rules of tenancy will be deemed a serious breach of tenancy and tenants will be issued with an immediate Notice to Quit.

- (e) Provide evidence of insurance in accordance with 4.2.4 covering the use of such Hazardous Materials.

4.3.2 The use of **any** heating appliances (including stoves) and the storage of fuels and hazardous materials (such as gas cylinders and chemicals) is strictly prohibited without the prior written consent of the Council.

4.3.3 Tenants wishing to use a heating appliance or to store hazardous substances on allotments must agree to allow the Council to share their details to relevant third parties, i.e. the emergency services and Police if and when required.

4.3.4 The use of heating appliances or the storage of Hazardous Substances without the required permission is a serious breach of tenancy and tenants will be issued with an immediate Notice to Quit, if found to be in breach of this condition.

4.4 Hazardous Material Storage

4.4.1 Restriction on Pesticides and Fertilizers

- (a) Under the Control of Pesticides Regulations (COPR 1997) or as amended; anyone who sells, supplies, stores or uses a pesticide must take all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid the pollution of water.
- (b) Pesticides and fertilisers must be used and stored in accordance with the manufacturer's instructions in an approved container, well out of the reach of vulnerable people and locked away, if necessary.
- (c) Nitrate fertiliser must not be stored within 10 metres of a watercourse or field drain.

4.4.2 Disposal of Pesticides and Fertilisers

- (a) Associations and plot holders should contact the Council for information on the safe disposal of pesticides and fertilisers.
- (b) Pesticides should never be included in the household rubbish, burned, placed in skips or poured into any kind of drainage system or watercourse.

4.5 Storage and Handling of Fuel for Heating and Machinery

4.5.1 Fire and explosions are a real risk on plots and pose specific dangers to the emergency services tasked to deal with them. In order to reduce risk to the public and emergency services, the following restrictions will be operating:-

4.5.2 Restriction on Gas Cylinders

- (a) Only canisters containing LPG are to be used on plots for heating and lighting (subject to 4.3).
- (b) Acetylene is strictly forbidden.
- (c) The maximum canister size is 15kg, of which only two canisters (be they full or empty or any stage between) are permitted on a plot at any one time.

4.6 Restriction on Flammable Liquids

4.6.1 Maximum inclusive total of 20 litres (4.4 gallons) of flammable liquid (paraffin, petrol, diesel, methylated spirits, oil, etc.) can be stored by tenants on plots.

- 4.6.2 All flammable liquids must be in containers specifically designed for their storage with appropriate, visible and readable safety warnings on the outside of the container.
- 4.6.3 All flammable liquids must be stored in a manner which means that any accidental leakages will not contaminate the allotment or any watercourses or drains nearby, i.e. in a double skinned container or an appropriate alternative.
- 4.6.4 Containers to be kept in adequately secure and ventilated circumstances.
- 4.6.5 Fuel in machinery or heaters is not included in this storage total, but should not exceed an additional inclusive total of 10 litres (2.2 gallons) for the plot.
- 4.6.6 All spillages must be cleaned up immediately and significant spillages **MUST** be reported to the Council.
- 4.6.7 Sand, cat litter or proprietary oil absorbent must be kept in case of spillage.

Part 5 - Livestock

5.1 Animals on Allotments

5.1.1 The Allotment Act 1950 allows the following animals on allotments:

- (a) **Chickens**
- (b) **Rabbits**

5.1.2 Where a flock of 50 fowl or more is kept, the said flock must be registered with DEFRA under the Avian Influenza (Preventative Measures) Regulations 2005.

5.1.3 With effect from the 1st October 2009 no new cockerels are to be kept on allotments. This is in line with current guidance and legislation. (Anyone who has cockerels already housed on the allotments may keep them. Once the existing cockerels have gone they are not to be replaced). **As from 1st October 2020 no Cockerels will be permitted.**

5.1.4 All sites will be kept under review to ensure the presence of cockerels does not become a nuisance to neighbouring properties. If a noise nuisance occurs, then tenants will be referred for prosecution under the Environmental Protection Act 1990 (Sections 79 and 80) Noise Nuisance Regulations. The Council reserves the right to request that the tenant remove any cockerel that is found to be causing a nuisance.

5.1.5 The keeping of the following animals may also be considered, but are subject to prior written approval by the Council:

- **Birds** (pigeons and chickens only). **The keeping of pigeons is restricted to the Worsall Road Site only.**
- **The keeping of Chickens must be at a distance of 10m or more from the boundary fence adjacent to domestic properties.**

5.1.6 Full details of the type and number of animals must be given and the council limits the keeping of **Chickens to a maximum of 10**

5.1.7 If tenants cannot be clear or precise about the exact number of each type of animal, they are requested to indicate a maximum number.

5.1.8 The Council reserve the right to decline applications for certain animals or request a revision of the number of animals kept on a plot, where it is felt necessary.

5.1.9 Hoofed animals (horses, cows, pigs, goats and sheep) are not permitted to be housed on allotments (horses are defined as; horses, ponies and donkeys).

5.1.10 Dogs are not permitted to be housed on allotments.

5.1.11 It is the responsibility of the tenant to remove and legally dispose of any dead livestock from their plot. Advice may be obtained from the Council.

5.2 Pet Dogs

5.2.1 It is a requirement to keep dogs on a lead or under close control, so that they do not stray onto other plots.

5.2.2 Under the Dangerous Dogs Act 1991 and Amended 2014, it is illegal to allow a dog to be dangerously out of control anywhere. Your dog is considered dangerously out of control if it injures someone or makes someone worried it might injure them. The Dangerous Dogs Act applies to all dog owners, no matter what size or breed of dog you have.

5.3 Inspections

5.3.1 The Council has the right to undertake regular inspections of animals being kept on allotment plots.

5.3.2 If the welfare of any animal is found to be compromised, then the Council will ask that remedial action be taken or that the animal is removed to more suitable accommodation.

5.3.3 Failure to comply with these requests will result in referral for prosecution under the Animal Welfare Act 2006.

5.4 End of Tenancy

5.4.1 Where tenants have given up plots or have been evicted and they fail to remove their animals, these animals will be taken into the possession of the Local Authority and the tenant will be responsible for any charges for accommodating these animals or for veterinary treatment.

Part 6 - Structures

6.1 Consent/Permissions

- 6.1.1 The tenant shall not, without prior written consent of the Council **erect** any structures, or **extend** or make **significant alterations** to any existing structures.
- 6.1.2 The Tenant should advise the Council in writing of the need and request permission to erect a structure. This should include details of the following:
- (a) Use of structure
 - (b) Heating of structure
 - (c) Structural dimensions (i.e. total height, width, building footprint) in metres
 - (d) Description, picture or drawing of proposed structure
 - (e) Foundation type
 - (f) Materials used in construction

6.2 Structure Parameters

6.2.1 Structures permitted in the 75% cultivation area.

- (a) Poly tunnels
- (b) Greenhouses
- (c) Fruit cages
- (d) Water butts and composters
- (e) Chicken or Rabbit housing
- (f) Paths
- (g) Incinerator/brazier

6.2.2 Structures which MAY be permitted. If permission is granted, the following will be counted in the 25% utility area, subject to permission from the Allotment Committee.

- (a) Bases for sheds/greenhouses, not exceeding 16 metre square
- (b) Storage/potting/tool sheds
- (c) Patios
- (d) Ponds/wildlife areas
- (e) Small pigeon lofts/animal housing (excluding kennels)
- (f) Temporary storage areas

6.2.3 Structures which ARE NOT permitted

- (a) Structures larger than the permitted 16 metre square based sheds
- (b) Large pigeon lofts/animal housing
- (c) Fences higher than 2m
- (d) Structures constructed from brick/block work
- (e) Dog kennels
- (f) Stables
- (g) Patios/pathways greater than 25% of the total plot area (i.e. where hard pathways are required for increased accessibility)
- (h) Brick built chimneys

6.2.4 Height - ground based single storey structure.

- a. Maximum height to eaves 1.82 metre (6 feet)

- b. Maximum height to ridge from ground 2.74m (9 feet).

6.2.5 Foundations

- (a) The tenant will be required to remove (or pay for the removal of) foundations at the end of the tenancy.
- (b) Concrete bases for sheds/other structures are not permitted.

6.2.6 Area

- (a) No individual structure can exceed 16 square metres.
- (b) There should be at least 1m spacing between any structure and an external allotment fence for maintenance.
- (c) All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.
- (d) All structures must be kept within the boundary of the plot and not constructed over underground utilities (e.g. water pipes).

6.3 Guidance for Structure Use and Construction

6.3.1 Use of Structure

- (a) Any proposed structure or alteration to an existing structure on an allotment plot, must have a clear horticultural purpose in relation to the cultivation, maintenance of the plot or the welfare of permitted animals, for example:
 - Cultivation, e.g.
 - Greenhouse, poly tunnel, compost area, water butts and fruit cages;
 - Storage, e.g.
 - Low risk garden tools and materials for use on the plot only;
 - Potentially hazardous liquids, e.g. fertiliser, pesticides, herbicides and fuels will be permitted in small quantities in accordance with Section 4;
 - Animal feed, which should be stored securely to prevent pest infestations.

6.3.2 Heating of Structure

- (a) All heating appliances to be used on allotments must be registered with the Council
- (b) Under the Clean Air Act 1993, it is an offence to emit smoke from the chimney of a building, from a furnace or any fixed boiler, if located in a designated smoke control area.
- (c) It is also an offence to acquire 'unauthorised' fuels for use within a smoke control area, unless it is used in an 'exempt appliance'. The current maximum level of fine is £1,000 for each offence.
- (d) Yarm allotments lie within the smoke control zone therefore are subject to the above restrictions.
- (e) For further information please contact Stockton-on-Tees Borough Council's Environmental Health Team.

6.3.3 Materials

- (a) Reclaimed or Recycled Materials

- The Council will need detailed information about what will be used and how it will affect the external appearance. For example, old doors used as external walls are likely to be unacceptable.
- (b) New Materials
 - Brick and block work is not permitted as they are not easily removed and will also require additional planning permission.

6.3.4 Internal Fences

- (a) Solid fences adjacent to neighbours plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height.

6.4 Restrictions on Structures

- 6.4.1 Tenants may put up maximum of 2 sheds (provided they do not exceed the permitted size limitations) per plot and this will be included within the 25% utility area (see 6.2.2).
- 6.4.2 All greenhouses, poly tunnels and fruit cages will be considered within the 75% cultivation area (see 6.2.1).
- 6.4.3 No structure will be permitted which will impact on the ability to use or enjoy the plot of neighbouring tenants, e.g. cause shading.
- 6.4.4 Any structure on the allotment must be maintained to an appropriate 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 28 days of instruction to do so.
- 6.4.5 Any structure must be temporary and able to be removed, when the tenancy ends.
- 6.4.6 No structures are to be attached to or supported by external fencing (see 2.11.1).
- 6.4.7 Structures which lie outside the parameters of the structural criteria listed above require planning permission and the Council has the right to refuse any structure which they deem to be unacceptable for allotments (see 6.2.3).

6.5 Fences

6.5.1 External

- a). What is the council responsible for; the Allotment Site - External Perimeter Fencing.
- b). Allotment Tenants; none.

6.5.2 Internal

- a). What is the council responsible for; no fencing.
- b). What are tenants responsible for; Internal boundaries between plots, including costs associated with restoration of such (and footpaths) if removed.

Part 7 - End of Tenancy

7.1 Termination of Tenancy by Tenant

- 7.1.1 The tenant may give up the tenancy of the allotment plot by submitting a letter of written surrender of the plot.
- 7.1.2 On termination of tenancy, no refund of the annual rent will be given.
- 7.1.3 On notification of termination of tenancy, the tenant must meet and agree with the Council on the condition which the plot must be surrendered in and the tenant must take any action necessary to meet this.
- 7.1.4 Failure to leave the plot in the agreed condition will result in the Council undertaking the work and a charge will be made to the tenant.
- 7.1.5 When the tenant leaves the plot he/she must ensure that any shed or structure on the plot, which has been given permission to remain, has been emptied of its contents and any lock or padlock removed.
- 7.1.6 All keys must be returned to the Council within 14 days of the termination of tenancy, failure to do so will result in the loss of any key deposit placed. Keys should be returned to the Clerk of the Council.

7.2 Termination of Tenancy by the Council

- 7.2.1 The Council may require the tenant to vacate the allotment site by:
 - (a) Re-entering the allotment site after providing a 'Notice to Quit' in accordance with the eviction procedure set down in these Rules and Regulations. This will occur if the tenant has breached any of the rules and regulations of tenancy.
 - (b) Re-entering the allotment site after providing three months' notice, in writing, to the tenant if the land is required for building, mining or any other industrial purpose (or roads or sewers necessary in connection with any of those purposes); or if the land is required by Council for the purpose (other than agriculture) for which the land was acquired by the Council; or has been appropriated under any statutory provision.
- 7.2.2 Providing a notice, in writing, with 12 months or longer notice expiring on or before 6th April or on or after 29th September in any year. Where the Council holds an allotment site under lease, on determination of that lease arrangement, the tenancy of the allotment plot will be terminated. The Council is not obliged to issue a Notice to Quit.

7.3 Death of a Tenant

- 7.3.1 The tenancy of the allotment shall terminate upon the death of the tenant and the next of kin will be given adequate time to remove personal possessions and produce from the plot.
- 7.3.2 The plot will automatically be returned to the possession of the Council in the interim period until a new tenant is assigned.
- 7.3.3 Upon the death of a tenant, any registered partner who meets the requirement of

section 1.5, may be given the option to take over the tenancy. This offer will be made at the discretion of the Council.

- 7.3.4 Plots will not be transferred to a next of kin unless they fit the criteria of section 1.5.
- 7.3.5 Tenants are advised that no human or animal remains can be scattered or buried on the allotment plot/site. This is a serious breach of tenancy and tenants will be issued with an immediate Notice to Quit, if found to be in breach of this condition.

Part 8 - Comments, Compliments and Complaints Procedure

Yarm Town Council aims to provide high quality services that meet the needs of local people. We want to make our services as efficient and effective as possible. To do this we need to know whether we're getting it right and how we can improve services for you.

- If you are not satisfied with a service, tell us why not and what we can do to improve things.
- If we are doing things really well, we would like to hear about that too.
- Also, we would be interested to hear any suggestions you have for making Yarm Town Council services even better.

We promise to listen carefully to what you have to say and respond promptly to your comments and complaints. Any information you provide will be treated confidentially. We aim to deal with any complaints impartially, objectively and professionally. Making a complaint will not affect the treatment or services that you or your family receive.

We will make every effort to resolve a complaint to the customer's satisfaction but if we are not able to do this, the customer can ask the Local Government Ombudsman to investigate their case.

If you wish to submit a complaint, comment or compliment to the Council you can do this by calling the Council on 01642 927308 or 07399 576254 or email townclerk@yarmtc.org

Part 9 - Useful Contacts

Yarm Town Council Allotments Service

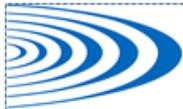
- Website www.yarmtc.org/allotments
- Telephone 01642 927308 or Mob: 07399 576254
- Out of Hours Emergency Contact
- Email townclerk@yarmtc.org
- Address Town Hall, High Street, Yarm TS15 9AH
- Chair of the Allotments Committee:
Cllr Alan Gallafant email: alan.gallafant@yarmtc.org

Notes

Yarm has dedicated **Police Officers and Police Community Support Officers (PCSOs)** in each ward.

Any suspicious or criminal acts on an allotment site (e.g. arson, theft, criminal damage or threatening behaviour) should be reported to the Police. It is important that these activities are logged with the Police in order for them to monitor illegal activities on the allotments and to allocate resources accordingly. Please also let the Council know on 01642 927308 or Mob: 07399 576254.

Dial 101 - Non Emergency
Dial 999 in an Emergency



Stockton-on-Tees
BOROUGH COUNCIL

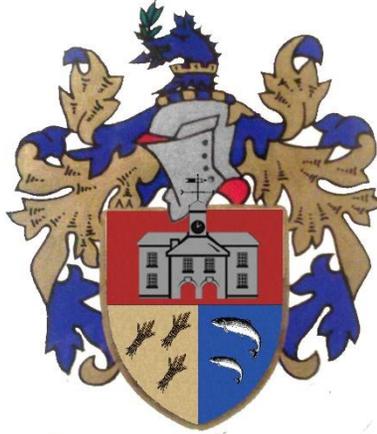
**Please find below guidance lines to be followed
you intend to have**

Where possible all green waste and garden refuse should be composted and only resort to burning if absolutely necessary (for example diseased plant material that cannot be composted). If a bonfire is the most practical and Environmentally friendly way to dispose of dry garden waste then the following apply:-

- Only burn dry materials.
- Avoid lighting a fire in unsuitable weather conditions as smoke hangs in the air on damp days. On windy days check the direction of the wind as smoke may be blown into neighbouring houses.
- Never leave a fire unattended or leave it to smoulder, douse it with water if necessary.
- Never burn household rubbish, tyres or anything containing plastic, foam or paint.
- Only burn garden waste that has accumulated on the allotment. Do not bring household materials from home to burn on the garden or allow contractors specifically those in the building industry to use the allotment as a dumping ground.
- Never use old engine oil, meths or petrol to light the fire or to encourage it.
- Be considerate to others avoid burning at weekends and on bank holidays when people are likely to enjoy their gardens.

I would hope that implementation of the guidance rules will help to minimise the problems caused by allotments holders when having a bonfire, however I must inform you that any contravention of the rules could be deemed as causing a nuisance which may result in the termination of your tenancy.

YARM TOWN COUNCIL



Allotment Tenancy - Garden Rules

AGREEMENT made this 1st day **BETWEEN**
THE TOWN COUNCIL OF YARM (“the Council”) of the one part and
of (“the tenant”) of the other part.

WHEREBY:-

1. The Council agrees to let and the tenant agrees to hire as a yearly tenant from the 1st day of the allotment garden numbered in the register of allotment gardens provided by the Council rented yearly at it agreed rates.
2. The tenancy is subject to the Allotment Garden Rules set out below: made from time to time by the Council and to the Allotment Acts 1908 to 1950.

Signed

On behalf of the Council

Signed

Tenant

Print Name: **Plot No.**

Address:

Phone:

Email: