

Debenham Allotment Rules

2023/2024

These Rules form part of the Tenancy Agreement

05/06/2024

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Rules revised 2023/24

Debenham Allotment Rules

1 Allocation/Assignment/Sub-letting/Co-working

Debenham Parish Council provides Allotments for the use of Debenham residents.

1.1 The Parish Council will offer one plot per Tenant and will allocate no more than two full size plots per household (as defined by the Parish Council).

1.2 The Tenancy of an allotment is personal to the Tenant named in the Agreement. A refundable deposit of £50 is required which will be refunded when the plot is relinquished in satisfactory order.

1.3 Rents will be reviewed and notified to the Tenant annually by the Parish Council in September each year. New rental rates will be applied in the September following the review year.

1.4 The Tenant may not assign, sublet, or part with possession or control of all or any part of their allotment. However, the Tenant may share cultivation by registering a co-worker. Co-workers must sign an agreement countersigned by the Tenant and then sent to the Council for agreement and approval.

1.5 Within the first three months the Tenant is within a 'Probationary Period'. If the Tenant chooses to return the allotment to the Council during this period, the Tenant will have the rental fee returned minus a pro-rata deduction depending on how long the tenancy lasted. If the Tenant undertakes no significant work (no less than 25% cultivation) to a plot within the first three months of receiving the plot then the tenancy will be terminated and the plot returned to the Parish for re-letting.

1.6 A waiting list will be maintained by the Parish Council and operated on a strict allocation by order of inclusion principle, e.g. the first person on the list will be the first person offered a plot for allocation when one becomes available. However, in the event of an existing plot holder asking to be added to the allotment waiting list for allocation of a second plot, priority and allocation of a vacant plot will be given to the next eligible parishioner on the waiting list without a plot.

2 Cultivation and Weed Control

2.1 The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the Tenant to regularly dig or mulch, or prune and weed 80% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow, or pathways with the allotments are not included within the cultivated area.

2.2 Allotments must be kept weed free and maintained in a good state of cultivation (minimum 80% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds, yet remains un-

cropped, or un-planted during any one year will be considered as non-cultivated. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from pernicious weeds.

2.3 It is the Tenant's responsibility to keep the plot free of weeds that may 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 'Weed Notice' letter. A further inspection will be carried out within four weeks after the notice period has expired, if there are no significant improvements in cultivation, a 'Notice of Termination' will be sent. Alternatively, the Parish Council may instruct a contractor to cut down excessive and seeding weed growth or overgrown grass and charge the cost to the Tenant.

3 Trees and invasive plants

3.1 Only fruit or nut trees are permitted. All trees, bushes and hedging over the absolute height of 2.5 metres (or 8 feet) in height are in breach of Allotment Rules and will lead to a notice and possible termination.

3.2 Tenants must not, without consent of a Council Officer, cut or prune trees outside of their own allotment or plant any trees which will exceed an absolute height of 2.5 metres (or 8 feet) and/or allow self-seeded trees to grow on their allotment, including any that are growing through a perimeter fence.

3.3 Fruit trees are permitted but will normally be included within the 20% of non-cultivated area. Where fruit trees are planted outside of the 20% non-cultivated leisure area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.

3.4 Tenants who have fruit trees that have grown above 2.5 metres will be served a notice instructing them to prune trees to an acceptable height. Where trees are not pruned back to an acceptable height then the council reserves the right to prune back trees and charge the cost to the tenant.

3.5 All fruit trees must be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres. Trees should be grown on dwarfing or semi-dwarfing rootstocks and pruned so as not to exceed 2.5 metres in height.

3.6 Officers of the Parish Council reserve the right to enter any plot, with or without the consent of the Tenant, to remove oversized trees and plants over 2.5 metres (or 8 feet) in height (exceptions such as green bean plants will be permitted). If the removed vegetation has been planted by the Tenant then removal costs will be charged to the Tenant. Failure to pay for removal costs will result in tenancy termination and loss of deposit.

3.7. Invasive plants or trees such as bamboo, all types of willow and conifers (including Christmas trees) are not permitted. If the invasive plants are not removed by the Tenant then the tenancy will be reviewed and the plants removed at cost to the Tenant.

4 Hedges and ponds

4.1 Tenants are responsible for maintaining any hedge on their plot. They should be kept to a maximum height of 1. metre. Hedge sides shall be trimmed at least once per year so as not to obstruct pedestrian or vehicular access. Note: special care must be taken with fruiting thorny plants such as bramble, blackberry and the like, especially when considering overgrowth and paths. The Parish Council, in partnership with neighbouring properties, will manage hedges bordering the allotment site as a whole.

4.3 Hedges should not be cut back during the bird nesting season, which runs from 31st March - July 31st.

4.4 The maximum surface area for a pond is 1 square metre and will be no deeper than 30cm deep. The pond area will be included as part of the 20% non-cultivated area.

4.5 Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material. All ponds should be sited at least 2 metres distance from any path. Tenants are required to provide secure fencing for any pond.

4.6 The use of baths as ponds or for any other purpose on an allotment is not permitted on safety grounds. Baths being brought onto the allotment space by an existing tenant will be seen as unwanted waste and will result in a Tenant being put on notice.

5 Plot use and storage

5.1 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 (unless sold for the benefit of charity or the Debenham Allotment Association). Tenants may not use their allotment as a place of residence and/or to sleep overnight.

5.2 The allotment is rented to the Tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops for domestic consumption by themselves and their family.

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

Log storage and any other items not related to cultivation or permitted usage are not permitted to be stored on the Tenant's allotment, if in doubt please check with the Parish Clerk.

5.4 Construction materials, paving and timber for infrastructure work on the allotment must be used within 12 months. No rubbish, broken tools or other hazardous items are to be stored on site.

5.5 Quantities in excess of the above will be regarded as unacceptable and the Tenant ordered to remove them. Failure to do so will result in the materials being removed by the council, the Tenant charged with the cost and notice of termination given.

5.6 Manure deliveries of manure may only be placed in designated spots and must be cleared within 24 hours if possible.

6 Water, Bonfires & Other Restrictions

6.1 Sprinklers are prohibited. Hose-pipes may only be used to fill water butts and watering cans provided this does not prevent other tenants having access to water supplies. Hose-pipes are to be stored within the Tenants plot.

6.2 Mains water. The water supply is subject to seasonal restrictions and hosepipe bans or any other limiting instruction issued by the Parish Council. Notices will be posted if necessary.

6.3 Any form of unattended mains connected irrigation, be it open hose flood irrigation or seep-hose irrigation, is forbidden and may lead to Notice of Termination.

6.4 All stand pipes and water butts beneath standpipes will be considered a common resource to be shared with surrounding tenants. Any Tenant who uses excessive quantities of water, or who is seen to consistently monopolise the water supply to the detriment of fellow tenants, will be put on notice.

6.5 Bonfires are only permitted for the burning of un-treated or un-painted woody waste only generated from the plot. The burning of any other materials such as plastics, tyres, carpet, MDF, laminated wood or any waste from external sources, including green waste- is strictly prohibited and will lead to immediate termination and referral for prosecution.

6.6 No open fires/bonfires are permitted between 1st April and 1st November and all fires must be contained within a metal incinerator barrel. However, a small container for barbequing is permitted.

6.7 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. Tenants who light a fire within 15.24m (50ft) of the centre of a Highway, including Public Bridleways and Footpaths, may be guilty of an offence under the Highways Act 1980.

6.8 Fires must be attended and contained at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner, left unattended or producing excessive smoke will result in an instant notice and may lead to tenancy termination.

6.9 All potentially toxic materials should be removed from the allotment site and disposed of in the relevant civic amenity site. Failure to remove said materials could lead to termination of tenancy and recovery of removal costs.

- 6.10 The Parish Council reserves the right to prohibit bonfires on any specific plot and/or group of plots.
- 6.11 Tenants may not remove any soil, sand, gravel, earth or clay from the allotment gardens without the written permission from the Council.
- 6.12 The use of IBC water containers is limited to one per allotment plot.

7 Waste materials and pollutants

- 7.1 Waste regulations apply to materials brought on site by existing tenants. It is the responsibility of the Tenant no later than within the first month of taking up a tenancy to notify the council if any such polluting materials are found on their plot.
- 7.2 Waste from external sources, including green waste, may not be deposited on the Tenant's allotment or any other part of the site. Abuse will result in immediate tenancy termination and possible prosecution.
- 7.3 The bringing on site and/or use of polluting materials such as tyres, asbestos, toxic chemicals, baths, glass, some polluting plastics and carpet shall be treated as illegal disposal of waste and will result in immediate notification of termination of tenancy and referral for prosecution.
- 7.4 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on site of tyres, plastic or metal materials such as shelving, angle iron or bath tubs - as well as other timber/logs and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a notice and possible termination.
- 7.5 The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow block, slab, or brick footings will be allowed for a glass house.
- 7.6 The use of glass bottles for any form of construction or raised bed is forbidden and will result in a notice and possible termination.
- 7.7 All non-diseased vegetative matter should be composted and used on the Tenant's allotment. Diseased plants and perennial weeds should be burned in an incinerator.
- 7.8 The council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The Tenant will be charged the full cost on each occasion that this occurs.
- 7.9 In the event that a Tenant is put on notice for excessive or prohibited materials such as timber, metal, carpet or tyres being left on plot, and if the Tenant does not clear such materials, the Parish Council reserves the right to follow a standard legal process under Torts-(Interference with Goods) Act 1977.

- First, the Parish Council shall give the outgoing tenant a reasonable amount of time to collect their goods. This will be at least one month and will be referenced in the notice to quit.
- If after this notice period there are still goods remaining on the plot, the Parish Council can then put the goods into storage (can be kept on the plot if there is no other alternative). The Parish Council will then send a second notice that explains that the goods will be stored for a minimum of three months. In this notice, the Parish Council will include where the goods are being kept, the correspondence address and a list of all the remaining goods. The Parish Council will inform the ex-plot holder that they may arrange to come collect the goods at any time during this time, but they may be charged for the cost of storage up until the point that they collect the goods.
- If after three months the goods remain uncollected, the Parish Council will send one final notice. This notice should give the ex-tenant a final chance to collect the goods before the items are disposed of. If the goods are still not collected, then the Parish Council may sell the possessions. Please note that as the ex-tenant would be able to collect the funds raised from the sale up to 6 years after the sale, it is unlikely that any possessions will be sold, and more likely that they will be disposed of.

7.10 If Tenants witness someone illegally fly tipping rubbish onto allotment land they should immediately contact the police.

7.11 The use of chemical/non organic sprays on crops and/or weeds is prohibited.

8 Structures and fences

8.1 Written permission from the Parish Council is required for all structures including sheds, glasshouses, poly-tunnels - with size and layout agreed. No structure should exceed 2.13 metres in height.

8.2 Sheds and sided structures shall be included within the 20% area allowed for non cultivation. Poly-tunnels, glasshouses and fruit cages will be included within the 80% cultivated area.

8.3 Any structure on the allotment must be temporary and maintained in safe order with an appropriate 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 process listed under item 7.9 may be triggered.

8.4 Tenants may put up one shed not exceeding 3 metres x 2 metres and no more than 2.13 metres high. Also there may be no more than two greenhouses (including poly-tunnels) on their plot. Glasshouses and poly-tunnels should cover no more than 20% of the allotment.

8.5 Where a Tenant is given a plot with an existing structure then the Tenant should ideally take photographs of structures and provide them to the Parish Council Clerk to disprove liability if structures are seen to be unsafe.

8.6 Any structures erected on the allotment must not be made from hazardous materials (e.g. asbestos) and any wood treatment/colour must be non toxic to the environment.

8.7 All fences and fence posts on the Tenant's allotment must be maintained in good order with safety as a priority. Any structure, or any other item considered hazardous should be removed after instruction from a Council Officer. Failure to do so will see the Council remove the structure or item with costs charged to the Tenant and may result in termination.

9 Paths and haulage ways

9.1 Paths within an allotment plot must be maintained and kept clear of weeds or any other overgrowth. Paths within the plot will not count towards the overall cultivation levels, therefore they should not exceed 20 per cent of the plot.

9.4 All shared communal pathways (i.e paths between the rows of plots) should be wide enough for easy pedestrian access and for contracted periodic maintenance.. Tenants are responsible for the maintenance of the shared pathways adjoining their plots up to the halfway point between the plots. This includes not just growth at ground level, but also any overgrowth above. Any newly created paths should meet Disability Discrimination Act standards of at least 1.2 m.

9.5 Tenants shall not park on the grass verge of Priory Lane (also known as Allotment Lane) as they will cause an obstruction, and shall not park on the bridleway leading to the Woodland and Lake except for loading and unloading.

9.6 Motor vehicles are prohibited from driving on a bridleway.

9.7 Haulage ways must not be obstructed, or parked on by vehicles. The Tenant must ensure that all haulage ways have free access for other users. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from the allotment site.

10 Dogs and livestock

10.1 Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times. Tenants who fail to keep dogs on leads will receive a Notice.

10.2 Allotment holders can take their own dog onto their allotment plot. They must not be allowed to stray or walk on the communal paths without being on a lead

10.3 Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have dogs barred from the Allotment site.

10.4 The burial of any pets or animals on any allotment land is strictly forbidden and will result in termination of tenancy.

10.5 No animals or livestock, other than chickens (maximum 8 with written permission from Council), may be kept on allotment land. No cockerels are permitted.

10.6 Any livestock found to be in distress, whether it be due to lack of food, water or shelter, will be reported to the RSPCA by the Parish Council and may result in the respective allotment tenant being served with a termination notice.

11 Bees

11.1 This rule will be reviewed annually and the BBKA advice leaflet will be supplied to all new tenants along with a copy of their signed tenancy agreement.

11.2 Bees are permitted to be kept on the Parish Council allotments as long as the rules are adhered to.

11.3 No more than two hives are to be kept on each plot.

11.4 A total of 12 hives can be kept on the whole allotment site at any one time. If there is already the maximum hives on the site, the allotment tenant wishing to keep bees will have to wait until someone else removes a hive from their plot.

11.5 A 2m fence should be erected by the tenant around the hive(s)

11.6 Any tenant wishing to keep bees should have a basic bee keeping qualification and should be a member of the BBKA. (This includes insurance cover)

11.7 Regular inspections will be carried out and all bee keeping documentation should be given to the Parish Council to be kept alongside the signed tenancy agreement, with renewals supplied each year when relevant

12 Rent and Deposits

12.1 The rent year runs from the 29th September to 28th September each year. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount.

12.2 The Tenant must pay the invoiced rent within 40 days of the due date. Failure to do so may result in the tenants being served notice and/or an additional 20% surcharge, as well as an administration fee.

12.3 A refundable deposit, currently £50, is required from all tenants which will be refunded when the plot is relinquished in satisfactory order.

12.4 A Tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the Tenancy Agreement or Allotment Rules before year end but no rebate will be payable unless the plot is surrendered in good condition within the initial 3 month probationary period.

12.5 New Tenants and the council representative will be responsible for recording initial plot condition by taking photographs of the plot at the time of accepting tenancy.

12.6 The departing Tenant shall remove any items or derelict structures from their plot before the end of the tenancy. Please see Rule 7.9 in the event of non-removal by the tenant.

13 Observance of Rules

13.1 These Rules form the main part of the Tenancy Agreement. Tenants are advised, having signed the Agreement, to read and be clear in their understanding of, observe and comply with these 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).

13.2 Rules will be posted online on the Parish Council website and may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters. Failure to observe some of the items within the allotment rules may lead to Tenants being placed on notice.. In certain extreme instances, or if the seriousness of a matter deems it a potential criminal offence subject to police investigation, a tenant's tenancy may be suspended or ultimately terminated based on the Police's findings. The Parish Council will operate within Section 146 of the Law of Property Act 1925 on any such matters.

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

13.4 Tenants will deal courteously with all correspondence from the Parish Council and with other allotment holders when they are on the allotment site. Where disagreements arise, these will be dealt with in a professional and courteous manner. If agreement cannot be reached, the matter will be dealt with by the Allotment Committee, whose decision on the matter will be final. Any sort of verbal or physical abuse will not be tolerated and will result in the immediate termination of the tenancy agreement and if it continues, or is considered to be a serious breach of the law, action will be taken.

14 Site Safety, Conduct, Security and Duty of Care

14.1 Tenants must not discriminate against, harass, bully or victimise any other person, or persons 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.

14.2 No tenant may cause another Tenant harassment, alarm or distress. Any use of verbal abuse, intimidation, violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.

14.3 The Allotments, the main site, or any structures thereon may not be used for any illegal, immoral or anti-social purpose.

14.4 In the case of two Tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the Council reserves the right to end the tenancy of both parties. The Council reserves the right to consult with the recognised Allotment Bodies regarding any such disputes.

14.5 Tenants have a duty of care to everyone, including visitors, trespassers and themselves. Tenants are expected to observe safe working practices.

14.6 Storage of fuels and hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your allotment then please inform your Council Officer.

14.7 Particular care should be taken when using strimmers, rotovators and other mechanical or powered equipment both in relation to the user and any third-party person. It is the Tenant's responsibility to wear the appropriate personal protective equipment at all times.

14.8 Unsafe working practices may result in plot termination and the Tenant shall be liable for any damage or injury caused by unsafe working practices.

14.9 Tenants may not bring, use or allow the use of barbed or razor wire on the allotment.

14.10 All Tenants and authorised persons must close gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already open on arrival or departure.

14.11 The Parish Council is not liable for public liability and/or injury to any person or loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to the Clerk and the Police.

15 Authorised and Unauthorised Persons

15.1 Officers of the Parish Council reserve the right to enter any plot in the Tenant's absence, with or without the consent of the Tenant if it may be deemed necessary to inspect, observe, or record issues of concern that may have been raised. In the event of this, please note that respect and care will always be extended towards the Tenant's property, crops and endeavours.

15.2 The Tenant, or a person authorised or accompanied by the tenant is allowed on the site.

15.3 The authorised Officer of the Parish Council or other persons may, when authorised by them, order any unauthorised person on the site, in breach of these rules, to leave immediately.

15.4 The Tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches site rules then the Tenant will be held equally responsible.

15.5 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is not permitted.

16 Vehicles, tents and caravans

16.1 Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.

16.2 Overnight erection of tents, yurts and other temporary camping type structures, as well as overnight camping, are not allowed on allotment land.

17 Plot Numbering, Plot Splitting and Notices

17.1 The Council will provide and place the plot number, on a post on the plot. The Tenant is requested to keep it clean and legible to be visible from the haulage way or access paths.

17.2 Where plots do not have numbers clearly on display the council reserves the right to paint numbers on sheds, water butts or fencing. Plots without suitable numbering are in breach of tenancy and can be put on notice by a council officer.

17.3 If the Parish Council agree or decide that an allotment plot is suitable for dividing into two half plots then the council is responsible for marking the boundary line with a minimum of two posts (no posts over water supply pipes) or by some other safe and visible method.

17.4 The Debenham Parish Council and the Allotment Association 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 or Clerk.

18 Change of address and notices

18.1 Tenants must immediately inform the Parish Council, by way of the Clerk, in writing, of changes of address or status.

18.2 If the Tenant moves to an address outside of the boundary of Debenham allotment allocation area they will have their tenancy terminated.

18.3 Notices to be served by the council on the tenant may be:

- 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, email or hand delivered; or
- b) Served on the tenant personally; or
- c) Placed on the plot.

18.4 Notices served under paragraph 17.3 will be treated as properly served even if not received.

18.5 Written information for the council should be sent to:

E-mail: parish.clerk@debenhamparishcouncil.org ;

or Post: The Clerk, Debenham Parish Council, The New House, Little London Hill, Debenham, IP14 6PN

19 Application

19.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.

19.2 Where allotment tenancies are rented to a group, they are collectively subject to additional rules issued by the authorised officer.

20 Terms and interpretation

In these Rules, the words used are to have the following meaning:

20.1 **Allotment:** A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops.

20.2 **The Council:** Debenham Parish Council.

20.3 **Tenant:** A person who holds an agreement for the tenancy of an allotment.

20.4 **Co-worker:** A person or persons identified in a co-worker agreement who help a tenant cultivate an allotment plot.

20.5 **Site:** Any area of allotments that are grouped together at one location.

- 20.6 **Rent:** The annual rent payable for the tenancy of an allotment.
- 20.7 **Review Notice:** Any notice of reviewed rental charges or other matters.
- 20.8 **Tenancy Agreement:** A legally binding written document including the Rules list, which records the terms and conditions of letting, of a particular allotment(s), to an individual tenant or group. Council reserves the right to review and amend on an annual basis.
- 20.9 **Haulage Way:** A common route within the site for vehicular and pedestrian access to allotments.
- 20.10 **Authorised Officer:** The Clerk, or a member of Debenham Parish Council.
- 20.11 **Other Authorised Person:** The tenant, co-worker or invited guest.
- 20.12 **Cultivation:** Keeping the plot in good productive order by: the maintenance and improvement of soil, the control and prevention of flowering/pernicious weeds, planting/growing of herb, flower, fruit and vegetable crops. Please also refer to NSALG's Policy Document 108- Cultivation Standards
- 20.13 **Paths:** Dividing paths between allotments.
- 20.14 **The non-cultivated leisure area:** Small area (no larger than 20% of plot) of grass, patio or built structures, for pastimes, eating and/or relaxing.

21 The Council's responsibilities

21.1 Administration

Providing information; keeping waiting lists; letting plots; rent and deposit collection; terminations and enforcement of rules. To hold Parish Council Allotment Committee Meetings at least 4 times per year and to carry out regular allotment site visits and inspections. Issuance of notices and receipts for all rents paid and to maintain a good culture of communication. To arrange for prompt payment of water rates.

21.2 Repairs and Maintenance

Repairs to site and water infrastructure; maintenance of haulage ways; vacant plot management; site boundary hedges and tree management.

21.3 Rubbish clearance

May assist/advise in respect of the removal of rubbish which has been fly-tipped.

21.4 Future Plans

The Council will investigate the provision of further allotments if the waiting lists exceeds 8 persons.

21.5 Liability

The Council is not liable for loss or injury to any person or object by accident, fire, theft or damage of any structures, tools, plants or contents on allotment or public liability on allotments.

The Debenham Allotment Association advises allotment holders to take up insurance currently offered through membership of Allotment Association.

22 The Complaints Procedure

Debenham Parish Council standard complaints format is to be used and implemented if necessary.

23 Tenancy Termination

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

a) By giving 12 months written notice to quit. In this case, notice will be given outside of the growing season, which runs from 6th April to 29th September.

b) By giving one month's written Notice to quit if:

1. The rent is in arrears for 40 days or more (whether formally demanded or not); or
2. The Tenant is in breach of any of these rules or of their tenancy agreement; or
3. Automatically on the death of the named Tenant, (normally there would be no objection, in the first case, to a family member, or co- worker taking on the tenancy).

d) When notice is given that a tenancy will be terminated, it is expected that the allotment plot will be left in a satisfactory state. Should this not be the case, the DPC reserves the right to retain and use the deposit paid towards any costs of clearing the plot. Should any costs in addition to the deposit paid be incurred, the DPC may seek to have these reimbursed by the tenant.

24 Giving up Your Allotment

In order to give up your allotment you must contact the council and state in writing that you wish to give up your allotment, giving your plot number.

Vacated plots must be left in a reasonable standard of upkeep and ready to be re-let. On the day of vacation of the plot, it will be inspected and photographed by Parish Council representatives. Deposits will be retained by the Parish Council for a period of thirty days following the tenancy end date and may be used, if necessary, to help restore a plot to an acceptable standard.

Deposits will not be returned in the event of a plot not being left in an acceptable standard.

Additional charges may be made to tenants should they be incurred by the DPC in order to restore the plot to an acceptable standard.

Please ensure that you surrender your plot prior to invoicing to avoid being issued a bill for the following year. The best time to surrender your plot is August or early September.

The Debenham Parish Council hopes that this tenancy of Parish land gives you as a Tenant pleasure and enjoyment in the coming seasons. We would like to wish you the best of luck with your endeavours and food production.