

WIGTON TOWN COUNCIL



ALLOTMENT RULES AND GENERAL CONDITIONS

RULES WITH RESPECT TO ALLOTMENT GARDENS

Wigton Town Council Rules with respect to Longthwaite Road Open Allotment Site

1. Payment of Rent

- 1.1 The rent of an allotment garden shall be paid yearly in advance on the 2nd day in February in each year
- 1.2 If the rent is unpaid on or by the 10th of February in any year (unless the Council agrees in writing to the contrary) the tenancy terminates automatically
- 1.3 The Council reserves the right to increase the yearly rent on and from 1st February in any year after giving not less than 3 months written notice to the tenant.

2. Termination of a Tenancy of an Allotment Garden

The tenancy of the allotment garden (unless subject to a joint tenancy or otherwise agreed in writing by the Council) shall terminate upon the death of the tenant. (The Council will afford members of the family of the deceased to removing growing crops). All tenancies will terminate if the Council ceases to own or have the right of occupation of the allotment land

The tenancy may be terminated by the Council by re-entry after one month's notice:-

- 2.1 If the rent is in arrears for more than 40 days; or
- 2.2 If any tenant (including a joint tenant) is in breach of the Allotment Garden Rules affecting the allotment garden or any other such terms of condition of their tenancy.

The tenancy may also be terminated by the Council giving such notice as is provided for at Section 1(1.1) of the Allotment Act 1922

The Town Council may also terminate the tenancy by 12 months' notice in writing expiring on or after the 29th January. A tenant (including one of 2 more joint tenants) may terminate the tenancy at any time

3. General Conditions

The tenant must comply with the following conditions. Failure to do so on more than one counts will result in the tenancy held by the tenant being terminated. The Town Council's decision is final. See also 1 above.

- 3.1 The tenant will not use the Allotment Garden for any other purpose than as an allotment garden as defined in Section 22 of the Allotment Act 1922.
- 3.2 To keep the allotment garden clean free from weeds and cultivated with compost or other soil improver and otherwise maintain it in a good state of cultivation and fertility.

- 3.3 To cultivate at least 60% of the area of the allotment for the production of edible crops; the remaining 40% may be used for other horticultural leisure purposes (lawn, flower beds etc.) Children's swings, paddling pools, or similar are not permitted. Cars must not be parked on allotment plots.
- 3.4 To cultivate the whole of the allotment garden personally and not to underlet, assign, exchange or part with possession of the allotment garden or any part of it without the written consent of the Council, such consent to be at the absolute discretion of the Council.
- 3.5 Not to erect any fence on the allotment, and to keep pathways clear and free of weeds.
- 3.6 Not to cause any nuisance or annoyance to the occupier of any other allotment garden nor the owners or occupiers of any neighbouring property nor obstruct nor encroach upon any path set out for the use of the occupiers of the allotment gardens. Failure to observe this condition will constitute a serious breach of this agreement on the part of the tenant and will result in one month's notice to terminate the tenancy.
- 3.7 Not to block or restrict access to and from the site via the communal gates.
- 3.8 Not without the written consent of the Council, prune any timber or other trees and not to sell or carry away any turf, mineral or gravel, sand or clay.
- 3.9 Not without the written consent of the Council, erect or place on the allotment garden any building, greenhouse, polythene tunnel or other structure except as those permitted*.
- 3.10 Not to use barbed wire or any other fencing material that may cause injury on a fence or as a fence adjoining any path set out for the use of the occupiers of the allotment gardens.
- 3.11 Not plant any trees or shrubs so as to overhang or interfere with any other allotment or any path or roadway on the allotment land.
- 3.12 Tenants are permitted to bring a dog onto the allotment provided it is under proper control and kept within the confines of the allotment plot at all times, and provided it does not cause a nuisance or annoyance to any other person. All dog faeces must be removed from the allotment site. Failure to observe this condition will constitute a breach of the agreement on the part of the tenant and will result in this permission being withdrawn.
- 3.13 Not to light any fire on any part of the allotment.
- 3.14 The Council will indicate the number of the allotment plot by a number placed in a prominent position on the allotment.
- 3.15 Not construct a pond, bury a tub, tank or bath below ground level and not to construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person.
- 3.16 Not to deposit or permit to remain on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any such matter in hedges, ditches or dykes on or adjoining the allotment.
- 3.17 To endeavour to keep vehicle access to a minimum (due to the narrow restricted access to the site), and if vehicle access is necessary to park considerately and allow space for vehicles to safely turn.(Longthwaite Rd site only)

Upon the termination of the Tenancy, (for whatever reason), the Tenant shall remove any structure on the vacated plot if it has not been maintained properly. Failure to comply will mean the Council will remove the structure and invoice the ex-tenant. (This ruling shall apply equally to both structures erected by the tenant or bought or inherited by them from the previous plot holder).

4. Power to inspect Allotment Gardens

Any member, manager or officer of the Town Council is entitled at any time to enter and inspect any Allotment Garden.

5. Keeping of hens, rabbits, other Animals and Bees

5.1 No animals are allowed to be kept on the Open Allotment Site.

6. Rat Baiting

As part of the agreement Allotment Holders must pay a cost towards rat baiting of the allotment (Longthwaite Road site).

***3.9**

No shed is to be erected that is larger than 6ft x 4ft. Sheds must be purchased- “homemade” sheds are not permitted, and are to be located at the back of each allotment in the left hand side corner. Greenhouses and/or Polytunnels must not exceed 8ft x 6ft.