



Fakenham Town Council

RULES & CONDITIONS OF LETTING

Allotment Sites

Rudham Stile Lane
Greenway Lane
Grove Lane

In consideration of the Clerk of the Council of Fakenham Town Council granting the use of the plot.(from October 2014 plots will only be let to residents of the Parishes of Fakenham and Hempton.)

1. Introduction

- a) Fakenham Town Council has allotment plots on 3 sites, Rudham Stile Lane, Greenway Lane and Grove Lane
- b) These rules and conditions apply to all allotment plots managed by Fakenham Town Council
- c) These rules and any following versions will be made available to all tenants and published on the council website.

2) Definitions

- a) Council (Us/We) – Fakenham Town Council
- b) Tenant (You) – The tenant that has signed or will sign the tenancy agreement and with whom liability for the plots rests.
- c) Cultivation – growing and cultivating crops. Paths, storage areas and sheds are not classed as areas of cultivation.
- d) Plot – The area leased to you.
- e) Hazardous material – Any materials that have the potential to cause harm.
- f) Livestock – animals we give permission to be kept.

3) Site Management

- a) You are required to report any incidents or accidents, or any noted tenancy breaches to the office.
- b) Please report any criminal activity directly to the police and advise the office

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- afterwards.
- c) We will maintain regular site inspections, to ensure the whole site is properly maintained.
 - d) We will keep unallocated plots as tidy as possible. If you notice a plot becoming too overgrown, please contact the office.
 - e) Any member, officer or agent of the Council may at any time enter upon and inspect the plot.
 - f) We may take photos as part of our regular site inspections.
 - g) No allotment site fittings or security measures are permitted to be altered – this includes fencing, gates, locks, water fittings. Please report any issues to the office.
 - h) Plots are let on an as seen basis.
 - i) We will endeavor to maintain water supply fittings in good order.
 - j) Tenants agree not to assign, underlet, or part with possession of the plot or any part thereof pursuant to Section 27 (4) of the Allotment Act 1908.

4) Tenant Responsibilities

- a) Tenants must be over the age of 18.
- b) To observe all rules and regulations relating to allotment gardens or plots that have been, or may at any time hereinafter be made by the Council and of which the plot holders shall have been notified.
- c) You accept the plots condition when signing a tenancy agreement.
- d) It is your responsibility to ensure that any changes to your contact details are reported to us to enable us to keep our records up to date.
- e) You are responsible for the safety of your allotment plot. The Council accepts no liability for any loss, damage or injury to tenants, family members or visitors or their belongings occurring on our allotment sites.
- f) Not to deposit nor allow others to deposit upon neither the plot nor any part of the site any earth, road sweepings, refuse, tyres or other materials, excepting only manure in quantities such as may reasonably be required for immediate use in cultivation.
- g) Not to allow dogs onto the site or cause to be brought into the allotment site of which his/her allotment forms part (other than dogs used by people with disabilities).
- h) Not to allow children (under 18 years old) onto the site unless accompanied and supervised by the plot holder or other responsible adult.

5) Tenant Conduct

- a) Fakenham Town Council supports the principle of equal opportunities and opposes all forms of unlawful or unfair discrimination. It will ensure as a minimum, that all relevant legal requirements are met.
- b) Not to damage, by his or her acts or omissions, nor allow others so to damage any fences, gates, signs, water tanks, taps or other fixtures and equipment set on and around the site being the property of the Council and in the case of fences and gates also those which are the property of neighbours to the site.
- c) You must not do or behave in any way that can be considered a nuisance to other tenants, neighbouring residents or Council officers.
- d) You must not harass, intimidate or abuse anybody on the allotment site.
- e) You are responsible for the conduct and activities of anybody you allow on the allotment site.
- f) You shall not seek to improperly confer an advantage or disadvantage on any person.
- g) Tenants are advised initially to refer any concerns or disputes or interpretation of this

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agreement to their allotment representative.

- h) You must not live in or temporarily sleep overnight in any part of the allotment site.

6) **Rent Payments**

- a) To pay the rent yearly on the 11 day of October or before the 11 day of November in each year and to pay all outgoings that arise as a result of use of the plot or any part thereof.
- b) All new tenants will be asked to pay a £50 deposit when taking on a new tenancy. This will be retained by the Council and on termination of the tenancy, if the plot is in good order, the deposit will be returned to the tenant. If the plot needs cultivation before being re-let or the Council incurs clearance costs before reletting, the Council will retain the £50 deposit for this purpose.
- c) Rent charges are reviewed on an annual basis. You will receive at least 12 months' notice of any rent changes.
- d) Due to administrative charges, you may not receive a part-year refund if you decide to terminate your tenancy during the year. Likewise, if your tenancy is terminated part way through the period you may not receive a part-year refund.

7) **Cultivation**

- a) To ensure that the plot is cultivated only by the tenant or any other person for whom the Council's prior permission has been sought and granted.
- b) You must ensure that at least two thirds of the plot is available for cultivation (not covered by sheds, chicken coops etc.)
- c) To inform the Council of periods when the plot is being cultivated temporarily by another person owing to the tenants absence on holiday or short term sickness and in cases of long-term absence from the plot due to extended holidays or illness.
- d) To keep the entire plot clean and properly cultivated and fertile, ensuring that the plot is kept free of weeds and that the plot and the crops thereon are kept free of pests and disease.
- e) Small fruit trees on dwarf rootstock may be planted. No more than 25% of each individual allotment may be used for fruit trees and all trees must be removed at the end of the tenancy.
- f) You must not use your plot to carry out any form of business.
- g) Fruit trees on your plot must be pruned at the appropriate time of year and be kept to under 12 feet in height.

8) **Buildings and Structures**

- a) Not to erect any building or structure on the plot without the previous written consent of the Council (i.e., sheds, greenhouses, ponds, beehives or hen houses). No poly tunnels will be allowed.
- b) All structures must be maintained to a good state of repair.
- c) All structures whether already on the plot or erected by you must only be used in connection with the use of your plot.
- d) You are responsible for dismantling and removing any unwanted structures.
- e) If you end your tenancy you will be expected to remove any buildings or structures from the plot unless otherwise agreed by us before the end date of the tenancy. Any disposal costs incurred by the council will be billed to you as the outgoing tenant.

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9) **Boundaries**

- a) To always maintain the plot within its prescribed boundaries and not to extend the area of the plot beyond those boundaries by either his or her acts or omissions.
- b) To ensure that each plot has a visible plot number of which tenants are responsible for the upkeep.
- c) To keep the common pathways (excluding access roads) adjacent to the plot in good condition, free of holes and other hazards and to ensure that the standard path width of not less than 450mm (18 inches) and not more than 750mm (30 inches) is maintained.
- d) Tenants with plots adjacent to the 'road' shall ensure that the 'road' is kept free of obstructions and hazards at all times. In each case the width of the 'road' is established. No tenant shall reduce this width either by the encroachment of the plot into the 'road' width or the depositing of soil or any other debris onto the 'road' surface.
- e) Not to plant any plant nor allow any plant to develop such that it overhangs or obstructs the adjacent plots or common pathways/roads.
- f) When using pegs, stakes or similar items to set them in such places and in such ways that they do not overhang or obstruct adjacent plots and adjacent common pathways.
- g) The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotments or adjoining any roadway.
- h) Council staff may need access to your plot for the maintenance of boundary hedges.

10) **Storage and Materials**

- a) The only items of equipment to be left on the tenants plot should relate to the cultivation of the plot, no other items should be kept on the plot or retained within sheds and greenhouses.
- b) To ensure that tools and other equipment are not left unattended on common pathways or other areas nor left in any way that might cause accident or injury and also to ensure that tools and other equipment are used carefully and with due regard to the safety of others.
- c) To ensure that tools and other personal equipment are kept safe and secure when not in use and the tenant acknowledges that the Council accepts no responsibility for the loss of or damage to such items however caused, nor does the Council accept any responsibility for any injury caused by such items howsoever caused.
- d) The tenant shall not use the allotment for storage of any vehicles or goods, or of crops, which are not produced on the allotment, or for any purpose inconsistent with the use of the land as an allotment garden and shall not cause any nuisance or annoyance to the occupiers of any other allotment.
- e) You may store a limited number of materials such as timber that are intended for use on your allotment. If not used within 6 months these must be removed.
- f) You must not use carpet, underlay or similar materials as a weed suppressant as these can leach toxic chemicals affecting the quality of soil.
- g) Flammable or dangerous chemicals must not be stored. The Council accepts no responsibility for the loss of or damage caused, nor does the Council accept any responsibility for any injury caused.
- h) Tyres must not be used on any part of the plot.

11) **Waste Disposal / Bonfires / Hazardous Material**

- a) To clear away from the plot, and the site all rubbish and other waste generated by the

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- tenant and not to leave such waste matter on the plot or any part of the site. The Council would look for reimbursement of any cost incurred in the clearing of a plot.
- b) Bonfires are not permitted at any time on any sites. Material generated from your allotment may only be burnt in a lidded incinerator. No accelerants may be used. The location of the incinerator must be safe and wind direction must not allow smoke to cause a smoke nuisance as defined by the Environmental Protection act 1990 (Section 80) to local residents or other allotment holders. The tenant shall note that they may be personally liable to enforcement action under the terms of this Act if they disregard this rule.
 - c) At no time shall a any fire be left unattended. You must remain present until any fire is fully extinguished.
 - d) Barbeques are prohibited at anytime.
 - e) The Council accepts no responsibility for the loss of or damage caused by the burning of waste, nor does the Council accept anyresponsibility for any injury caused.
 - f) The Tenant's responsibility is to ensure that all pest control treatments (including herbicides) are applied according to the Manufacturer's statutory conditions relating to instructions for use, under current Health & Safety Regulations. No un-approved products may be used. Boxes must be secured to the ground. Any misuse of chemical products may well result in a warning or termination of tenancy.

12) Livestock and Bees

- a) Owners and keepers are legally responsible for ensuring that their animals welfare needs are met under Section 9 of the Animal Welfare Act of 2006. Failure to comply with this act may result in criminal prosecution a fine of up to £5000 or imprisonment.
- b) The tenant may keep a maximum of **20** hens (no cockerels) per plot. The hen enclosure size should take into account two thirds of the plot must be available for cultivation and not covered by coops, sheds etc as per 7b.
- c) If at anytime your livestock is found to be in poor conditions without basic needs being met we will pass on your details and evidence of the animals condition to the RSPCA or other relevant organisation.
- d) Bees will be allowed, properly housed with a maximum of three hives per tenant. Prior permission for beehives must be sought from the Council.
- e) In keeping with British Beekeepers Association (BBKA) guidance hives should be sited so that only the beekeeper can approach them.
- f) Hives must have screening or either fine mesh or similar or hedging of a minimum of 2 meters high to encourage bees to fly over neighbouring plots.
- g) Signage must be displayed on the designated apiary area, stating contact details as well as emergency details. These details should be shared with the office.
- h) Beekeepers must have completed a Basic Bee Keeping course and provide a copy of their certificate to the office. If a course has not been completed relevant evidence of experience and training to deal with bees must be provided.
- i) The beekeeper should hold a current insurance policy providing specifically for beekeeping risks, including public liability insurance cover and a copy supplied to the office. Members of the BBKA normally have such cover. The Council accepts no responsibility for the loss of or damage caused by the keeping of bees or bees on the allotment site, nor does the Council accept any responsibility for any injury caused.

13) Water

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- a) You must not alter or permit anyone to alter the water supply system or any fittings.
- b) Hoses under no circumstances can be used to water plots.
- c) Hoses may be used to fill water butts but the water butt must not be used to water the plot at the same time a hose is filling it. Solar powered sprinklers or water pumps only are allowed to aid in the watering of the plot but must not be connected to the mains water supply or be run from water butts at the same time as a mains supply is filling the water butt.
- d) During drought conditions to comply with enforced hosepipe bans the water supply will be turned off.
- e) We will arrange for the water supply to be turned off during the winter months (1st November to 1st April) to protect against burst pipes.
- f) No water taps should be left unattended whilst in use.
- g) If the water bill is excessive for any site then, at this time, donations towards the bill will be requested and the ability to fill water butts by hose will be revoked.
- h) Any disregard of the water rules will be subject to the issue of a warning. Should a second warning prove necessary this will result in termination of the tenancy agreement.

14) Vehicle access/Parking

- a) Parking is only permitted in the parking areas. You must not park your car or any other vehicle on any part of your plot. Vehicular access to your plot is limited to delivery and collection of materials that cannot be transported via any other method.
- b) You must observe an appropriate speed and respect other site users whilst driving within the allotment boundaries.
- c) No trailers or caravans can be stored on your allotment plot.

15) Tenancy Termination

- a) The Council may decide to terminate your tenancy providing one months notice if;
 - (i) if rent, or any part thereof, is in arrears for not less than 40 days whether legally demanded or not, or
 - (ii) if it appears to the Council that there has been any breach of the Conditions and Agreements on the part of the tenant herein contained and provided that if such breach of the Conditions or rules affecting the cultivation of the plot at least three months have elapsed since the commencement of the tenancy, or
 - (iii) if the tenant shall become bankrupt or enter into a voluntary arrangement with their creditors.
- b) If the Council considers at its own discretion the tenant has breached conditions, a 60-day notice of breach will be issued to ensure that the plot is cultivated properly, at the end of this period the position has not been corrected, the tenancy will end and the tenants deposit will be non-refundable.
- c) A notice to end tenancy shall be deemed sufficient if served upon the tenant or left at their usual or last known place of abode or on the allotment.
- d) You may decide to end your tenancy giving two calendar month's notice in writing

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- served upon the Clerk of Fakenham Town Council.
- e) If a tenant gives up tenancy of a plot, any shed/greenhouse/structure which has not been removed within one month of the termination of the tenancy, the same structure will become the property of the Council and no compensation will become payable. Any disposal costs will be billed to you as the outgoing tenant.
 - f) The plot holder shall on termination of the tenancy be entitled to compensation only in the event and to the extent prescribed by section 2, sub-sections 2 and 3, of the Allotments Act 1922, as amended by the Allotments Act 1950 but not further or otherwise.
 - g) The Council shall on termination of the tenancy be entitled to recover compensation from the plot holder by virtue of section 4 of the Allotments Act 1950 in respect of any deterioration of land caused by the failure of the plot holder to maintain the land clean and in good state of cultivation and fertility.

Dated (date ratified by full council)

This policy has been drawn up in accordance with:

The Small Holding and Allotments Act 1908, Allotment Act 1922, Allotment Act 1925 and the Allotment Act 1950.