



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. That from October 2014 plots will only be let to residents of the Parish of Fakenham. Tenants in situ before that date are exempt. Plot holders undertake:

- 1 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 outgoing that arise as a result of use of the plot or any part thereof.
- 2 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.
- 3 To permit any member, officer or agent of the Council at any time to enter upon and inspect the plot.
- 4 Not to assign, underlet or part with possession of the plot or any part thereof, and to ensure that the plot is cultivated only by the plot holder or any other person for whom the Council's prior permission has been sought and granted.
- 5 To inform the Council of periods when the plot is being cultivated temporarily by another person owing to the plot holder's absence on holiday or short term sickness and in cases of long-term absence from the plot due to extended holidays or illness.
- 6 To maintain the plot at all times within its prescribed boundaries and not to extend the area of the plot beyond those boundaries by either his or her acts or omissions. To ensure that each plot has a visible plot number of which tenants are responsible for the upkeep.
- 7 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.

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- 8** 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.
- 9** Plot holders 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 plot holder 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.
- 10** 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.
- 11** Not to plant any plant nor allow any plant to develop such that it overhangs or obstructs the adjacent plots or common pathways/roads.
- 12** 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.
- 13** 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.
- 14** To ensure that tools and other personal equipment are kept safe and secure when not in use and the plot holder 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.
- 15** Not to erect any building or structure on the plot without the previous written consent of the Council (i.e. sheds, greenhouses or chicken houses). No poly tunnels will be allowed.
- 16** 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.
- 17** Not to deposit nor allow others to deposit upon neither the plot nor any part of the site any earth, road sweepings, refuse or other materials, excepting only manure in quantities such as may reasonably be required for immediate use in cultivation.
- 18** Not to allow children onto the site unless accompanied and supervised by the plot holder or other responsible adult.
- 19** 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).
- 20** To clear away from the plot, and the site all rubbish and other waste generated by the plot holder 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. 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.

- 21 Not to allow barbeques on any of the Allotment sites.
Not to allow a bonfire to cause any smoke nuisance as defined by the Environmental Protection act 1990 (Section 80). Allotment holders are requested to refrain from allowing bonfire smoke to flow across Rudham Stile Lane, Greenway Lane or Grove Lane, and any such occurrences should be immediately extinguished. The plot holder shall note that he/she may be personally liable to enforcement action under the terms of this Act if they disregard this rule.
- 22 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.
- 23 All new tenants will be asked to pay a £25 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 the Council will retain the £25 deposit for this purpose.
- 24 No sprinklers may be used on plots. Wherever possible to use watering cans (or similar) when watering. Not to leave water taps unattended when in use. Any disregard of this rule will be subject to the issue of a warning. Should a second warning prove necessary this will result in termination of the tenancy agreement. If the water bill is excessive for any site then, at this time, donations towards the bill will be requested.
- 25 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.
- 26 The only livestock the tenant may keep are between 12 and 20 chickens (no cockerels) per plot. The chicken enclosure should take up no more than a third of the plot with the remainder being cultivated. Bees will be allowed.
- 27 The right of the Council to ensure that the rules set out in this Agreement are observed and to report to Fakenham Town Council any breaches of the rules by any plot holder.

The Plot Holder acknowledges:

That 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.

The Plot Holder also acknowledges:

- *That he/she shall behave in such a way that a reasonable person would regard as respectful,*
- *That he/she shall not act in a way which a reasonable person would regard as bullying or intimidatory*
- *That he/she shall not seek to improperly confer an advantage or disadvantage on any person.*

- 28 That economy in the use of water is essential, as is the proper use and care of water delivery and storage equipment (pipes, taps, tanks, etc). See Condition 24 that prohibits the use of hoses attached to taps or other similar devices.

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29 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.

30 The tenancy hereby created shall continue until determined in any one of the following manners:

- i) *The Council will exercise its right to terminate any tenancy if there is a breach of the rules.*
- ii) By either party giving to the other two calendar months previous notice in writing served upon the Clerk of Fakenham Town Council and shall be deemed sufficient if served upon the tenant or left at his usual or last known place of abode or on the allotment. For this purpose the tenant shall inform the Council forthwith of any change of address.
- iii) By re-entry by the Council at any time:
 - a) if rent, or any part thereof, is in arrears for not less than 40 days whether legally demanded or not, or
 - b) if it appears to the Council that there has been any breach of the Conditions and Agreements on the part of the plot holder 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
 - c) if the plot holder shall become bankrupt or compound with his creditors.

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.

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 16 July 2019