

## **Allotment Rules: Conditions of tenancy for allotments.**

Tenancy agreement for the use of allotments administered by Swindon Borough Council

### **Interpretation of Terms.**

Throughout these conditions the expression 'the Council' means Swindon Borough Council, Officers of the Council and the Cabinet Member whose portfolio covers allotments, under the Allotments Act 1908 –1950.

The Tenant shall be the person named in the Agreement for the Letting of Allotments

### **Definition of those persons eligible to be tenants of the allotments.**

Any person who is resident within the non-Parished boundary of Swindon Borough shall be eligible to become a tenant of a Swindon Borough Council managed allotment.

### **Tenants Agreements**

The Tenant agrees with the Council to observe and perform the conditions and obligations set out below.

1. The Tenant must pay the rent as set out in the Agreement for the Letting of Allotments, where a tenant takes on an allotment between October and April the full amount of rent is payable, for tenants who take an allotment after 30<sup>th</sup> April the rent is free until October.
2. The Tenant must use the allotment as an allotment garden only and for no other purpose.

### **General conditions under which the allotment is to be cultivated.**

The tenant of an allotment shall observe with the following conditions:

1. The tenant shall keep the entire allotment clean, free of weeds and in a good state of cultivation and fertility.
2. The tenant may use the allotment for the cultivation of fruit, flowers and vegetables.
3. The Tenant must not keep any animals or livestock of any kind on the allotment except hens and rabbits to the extent permitted by the Allotments Act 1950 section 12. Keeping such animals on an allotment plot requires the express written permission of the council and is subject to strict conditions.

4. The use of an allotment for trade or business for the purpose of cultivation of fruit, flowers and vegetables is strictly prohibited and will result in the termination of tenancy.
5. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or place any waste vegetable or other refuse or debris on any path or roadway or obstruct any roadway set out by the Council for the use of other tenants.
6. The tenant shall from time to time when reasonably necessary cut the grass on the partition strips between their and any adjoining allotment or alongside any path or roadway abutting his allotment and keep such paths free from weeds.
7. The tenant shall not without written permission of the Council cut or prune any timber or take or sell any mineral, gravel, sand or clay from the allotment.
8. The tenant shall keep every hedge that forms part of the allotment properly cut and trimmed and keep all ditches and watercourses abutting on or adjoining his allotment properly cleared.
9. The tenant shall not erect any buildings in the allotment without the written consent of the Council and any such buildings shall be of such a size and construction as the Council approves in writing. Such buildings shall be maintained in good repair.
10. The tenant shall not use any shed, greenhouse, building or other erection as sleeping accommodation or for residential purposes.
11. The tenant shall not erect any wire or other fence adjoining the allotment without the consent of the Council in writing. Barbed wire is not permitted on any allotment.
12. The tenant shall not allow any dogs in his charge to enter the site except on a lead. Fouling of the allotment site by dogs is illegal and may result in the imposition of a fine.
13. The tenant shall not obstruct the free flow of surface water in any trench or cutting abutting on or adjoining their allotment whether such water is from their own or any other allotment or allotments.
14. The tenant shall not erect, display or exhibit any advertisement board upon any allotment.
15. The tenant shall as regards the allotment observe and perform all conditions and covenants in the lease (if any) under which the Council hold the land.

16. The tenant agrees to inform the Council immediately in writing of any change in their address
17. The tenant shall preserve the allotment boundaries unaltered and shall provide and maintain a numbered plate on the allotment showing the number as determined by the Council. This plate shall be displayed in a prominent position on the plot at all times.
18. The tenant shall not sublet assign or part with possession of the allotment or any part of it without the written consent of the Council.
19. The tenant shall not remove any plants or crops from any other allotment without the tenant's permission.
20. The tenant shall ensure the gates are closed after entering or leaving the site securely locking where locks are provided.
21. The tenant under no circumstances shall bring any waste to their allotment for disposal. This will constitute a criminal offence and liable for prosecution under the Environmental Protection Act 1990.
22. The tenant shall not cause or permit any unsightly materials to be accumulated on the allotment.
23. The tenancy of any allotment plot may be terminated immediately upon the issue of a third notice to remedy in any two-year period.

### **Power to Inspect Leisure Gardens and Allotments**

Any member of the Council shall be entitled to enter and inspect an allotment at any time as directed by the Council.

### **Termination of tenancy of an allotment**

The tenancy of the allotment will terminate:

1. Unless otherwise agreed in writing on the yearly rent day after the death of a tenant
2. Whenever the tenancy or right of occupation of the Council terminates.
3. The Council may terminate it after one month's previous notice in writing to the tenant if:
  - (i) the rent is in arrears for not less than 40 days.
  - (ii) the tenant is not duly observing the rules affecting the allotment or condition of the tenancy or if the tenant becomes bankrupt or compounds with their creditors.

(iii) the plot is not cultivated to the required standard three months after commencement of tenancy.

4. The Council or tenant may terminate the tenancy by twelve months notice in writing expiring on or before the sixth day of April on or after the twenty ninth of September in any year or by three months notice in certain circumstances.

Upon termination of tenancy the tenant shall have the right to claim compensation as provided in the Allotment Acts 1922 and 1950.

**Service of Notices**

Any notice may be served on a tenant personally or by leaving it at his last known place of abode, by recorded delivery addressed to the tenant there or by fixing the same in some conspicuous manner on the allotment.