

Wells-next-the-Sea Town Council Allotment regulations

- 1) In the construction of these Conditions the expression *allotment* shall mean “allotment garden” as defined by the Allotments Act 1922; the expression *allotments* shall refer to any allotments provided by the Council under the provision of the Allotments Act 1908 & 1950; the expression *Council* shall mean Wells-next-the-Sea Town Council and the expression *tenant* shall mean the person executing an agreement with the Council granting him the tenancy of an allotment subject to the conditions contained herein. Any obligation placed on the tenant within these regulations includes an obligation not to cause or allow any breach of the regulations by anyone else.
- 2) The annual rent is payable in advance on 1 October in each year, an appropriate proportion of the rent being payable for any part of the year during which the tenancy may exist. The tenancy will be terminated where the rent is 40 days or more in arrears.
- 3) The tenant shall not sublet, assign, or part with the possession of the allotment or of any part of it without permission of the Council.
- 4) The tenant shall use the allotment for the purpose of an allotment garden only, and in accordance with the provisions of the Allotment Acts 1908 & 1950 and any Acts from time to time amending the same, and shall keep the allotment free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition.
- 5) Without prejudice to the generality of the foregoing condition, the tenant shall not use the allotment for the storage of any vehicles or goods, or of crops which are not produced on the allotment, nor for any other purpose inconsistent with the use of the land as an allotment garden, and shall not cause any nuisance or annoyance to occupiers of any other allotment. The Tenant shall not deposit, or permit to be deposited any refuse, rubbish or any extraneous matter. No asbestos material shall be brought onto the allotment site for any purpose. The use and storage of any chemical is subject to Government Regulations which must be observed.
- 6) New tenants will be subject to a twelve month probationary period during which the tenancy can be terminated at any time. New tenants will be required to have the allotment under proper cultivation during the first full growing season; an inspection may be made during May.
- 7) The tenant shall keep clean and tidy the pathways immediately adjoining the allotment and shall not deposit any refuse or obstruct any path set out by the Council for the use of the occupiers of allotments.
- 8) The tenant shall not take, sell or carry away any soil, mineral, gravel, sand, stones, brick-earth or clay.
- 9) The tenant shall not without obtaining written consent of the Council erect on the allotment any building or other structure. At the end of a tenancy, unless otherwise agreed with the Council, all structures or buildings will have to be removed.
- 10) The tenant shall not, without the prior consent of the Council, keep any bees, animals or livestock or fowl of any kind upon the allotment. The tenant shall in all cases conform to any bylaws imposed by the North Norfolk District Council.
- 11) Any livestock or fowl for which permission has been given must not be allowed to cause a nuisance and be kept securely penned so as to not inconvenience fellow allotment holders. Due regard must be paid to animal welfare. Any directions from DEFRA or similar bodies must be complied with.
- 12) Hosepipes may be used to fill water barrels, provided that no fellow allotment-holder is inconvenienced. At no time may hosepipes be used to water allotments directly. No tenant shall alter, or permit anyone to alter the water supply system.

- 13) The tenant shall not bring or cause to be brought into the allotment area any dog unless on a leash.
- 14) Tenants may only light a bonfire to burn suitable waste from the allotment. Bonfires must not cause a nuisance to others and no plastics or other contaminants shall be burnt.
- 15) The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for use of the occupiers of the allotments or adjoining any highway.
- 16) Any Officer of the Council shall be entitled at any time to enter upon and inspect the allotment and any shed or erection thereon, and any Officer or agent of the Council shall be entitled at any time to trim the hedges, clean the ditches and repair any sheds, fences and gates on the allotment, and should the tenant neglect to cut so as to prevent from seeding any docks, thistles, or other noxious weeds growing upon the allotment, or in the hedges or roads adjoining the same, any such Officer or agent as aforesaid may carry out the work and the cost thereof shall be recoverable from the tenant as rent in arrears.
- 17) If the tenant shall commit a breach of any of the terms and conditions herein contained and in particular shall fail to cultivate the allotment to the satisfaction of the Council then the Council by any of their Officers or servants or agents may re-enter upon the allotment and terminate this tenancy as provided by section 1(1) (a) of the Allotment Act 1922. Tenants must comply with reasonable directions given by officers of the Council.
- 18) The tenancy may be terminated by the Council and the allotment may be re-entered by the Council under the following conditions:
 - a. On a breach of any of the conditions of this tenancy after one month's notice has been given to the tenant at their last known address.
 - b. If the Council requires the land for another purpose, after twelve months' notice has been given, such notice to expire during the winter period between 29 September and 6 April.
- 19) At the end of any tenancy allotment plots must be left clean, tidy and waste free. If the allotment is not left clean and tidy, with all unauthorised structures removed, a charge will be made.
- 20) The tenant shall inform the Council forthwith of any change of address.
- 21) All notices and consents under these conditions may be given by or serviced by the Clerk of the Council and shall be deemed sufficient if served upon the tenant or left at the tenants usual or last known place of abode or fixed in a conspicuous place on the allotment.
- 22) Allotments may only be allocated to people who reside within the parish of Wells-next-the-Sea.
- 23) The Council will mediate any dispute between allotment tenants. Proper processes will be observed and the Council's decision is final and binding. If any person is dissatisfied they have the right to refer the matter to the Local Government Ombudsman.
- 24) The Tenant is responsible for the safety of their allotment. Some insurance companies offer public liability cover through home policies and the tenant should make the relevant enquiries as necessary. The Council accepts no liability for any loss, damage or injury to tenants, family members or their belongings occurring on their allotment sites.

