

# Whittington Parish Council



## **Terms and Conditions for Keeping Allotments**

### **Uffnells Farm Allotment Gardens**

**Adopted 22/01/19**

**Last Updated 07/09/23**

These Terms and Conditions form additional guidance for keeping an allotment. The Terms and Conditions are enforced through the Tenancy Agreement. Please enjoy your allotment, if you have any questions, please contact the Clerk at Whittington Parish Council.

#### **A. About allotment ownership**

1. **Allotment Eligibility:** Any person living within Whittington Parish ("the Council") over the age of 18 is eligible to hold an allotment plot. Tenants may hold more than one allotment plot each, but only when approved by the Council, and only where no other persons on the waiting list have applied for the allotment plot. Persons under the age of 18 may tend an allotment plot, however this must be undertaken under the strict guidance of the tenant. Non-residents over the age of 18 may also apply to hold an allotment plot provided that they live no more than 1 mile (as the crow flies) from the parish boundary. If there is a waiting list, residents will always take priority over non-residents. Non-residents will be subject to a higher annual rent, to be decided annually by the Council. Any person moving from the area who no longer meets the eligibility criteria will be required to terminate the tenancy immediately.
2. **Letting Policy:** Prospective tenants must register themselves with the Council. The Council will not push people up the waiting list for any reason. Prospective tenants at the top of the waiting list will be contacted in writing to offer them a vacant allotment plot. If there is more than one plot available, the prospective tenant at the top of the waiting list will be given a choice of all available plots before subsequent prospective tenants are given a choice for as long as a choice remains. Prospective tenants may refuse the offer of an allotment and not be removed from the waiting list. A reason for the refusal should be given. Correspondence with any prospective tenant will specify a deadline by which a response should be given to the Council – usually two weeks from the date of sending. If the person fails to respond to the correspondence, or a letter is returned and marked as 'gone away', the person shall be removed from the waiting list. Any person on the allotment waiting list who accepts an allotment plot, and fails to return the Tenancy Agreement, will be removed from the allotment waiting list. Any person previously evicted from an allotment plot, will not be entitled to take another allotment plot with the Council. Once an allotment plot has been accepted by a tenant their name will be automatically removed from the waiting list. In the event that a prospective tenant will be away from home for more than two weeks during this process they should notify the Council to suspend their application until they have notified the council in writing of their return. An existing allotment tenant will only be permitted to take an additional allotment plot, where no person on the waiting list is willing to take the vacant plot.

Tenancy expires at the end of March each year and will be offered for renewal from the beginning of April provided the Council does not consider the tenant to be no longer suitable. For example, this might be because of poor plot maintenance during the previous tenancy period or the Council having had to contact the tenant on several occasions to rectify failings in complying with the terms of their Tenancy Agreement.

3. **Payment of Allotment Rent:** At the end of March, the Council will send out invitations to sign a new Tenancy Agreement. Tenants must pay annually by BACS/Standing Order or by cheque to Whittington Parish Council. The amount payable and bank account details for payment by BACS will be advised to tenants at the relevant time.

**Payment timetable (including return of signed Tenancy Agreement)**

- Late March – Existing tenants invited to sign a new Tenancy Agreement for the period 1<sup>st</sup> April to 31<sup>st</sup> March. Tenants notified of annual rent amount.
  - 14<sup>th</sup> April – Payment and signed Tenancy Agreement due. A reminder will be sent.
  - 28<sup>th</sup> April – If payment has not been made **and** signed Tenancy Agreement not returned, the invitation to rent the plot for a further year will be withdrawn and the plot will be offered to prospective tenants on the waiting list.
4. **Insurance (including Personal Liability Insurance):** The Parish Council has in place Public Liability Insurance in respect of the Council's responsibilities towards owning and maintaining the allotments. Activities undertaken on the land by any individual plot holders, or an association, are not the responsibility of the Parish Council. In the case of an association a group Public Liability Insurance policy should be put in place, this can be obtained at a low cost by joining a body such as The National Allotment Society. Where no association exists, individual plot holders may have the necessary personal liability cover if they possess a home contents insurance policy. This should be confirmed by the allotment holder. Individual Public Liability Insurance policies can be obtained if required. Tenants must have third party liability insurance for the keeping of bees (if allowed), the use of chainsaws and any non-domestic mechanical equipment described under 'Machinery' later in these terms and conditions. Other than for the purpose of keeping bees each tenant should maintain insurance as they see fit, and according to their own judgement of risk, including personal liability, theft and damage insurance. The tenant may be liable for the cost of an injury or claim that takes place on land occupied by the tenant or is caused as a result of the tenant failing to comply with these terms and conditions, e.g. failing to keep tools or chemicals locked away securely or failing to adequately secure groundcover fabric. Tenants are responsible for any injury or damage caused to third parties, or to their property, whether on the allotment plot, on the allotment site or anywhere else because of their negligence, behaviour or possessions.

The Council does not provide theft, damage or liability insurance on land under tenancy.

5. **Allotment Associations:** Any tenant of the allotment site is allowed to form an Allotment Association. In their basic format an Allotment Association will act as a vehicle to inform and work with the Council to achieve certain basic outcomes. Some associations may wish to take on other additional functions in agreement with the Council. In such circumstances the Council will expect the association to conform to certain guidelines, which will be agreed through negotiation. Allotment Associations do vary from site to site. The Council does not aim to influence how they are set up or managed.
6. **Working Group Representative:** The allotment site can, if it chooses, nominate one or more Working Group Representatives. This is not a formal process; anyone may put themselves forward so long as they have the general support of other allotment tenants. It is the role of the Working Group Representative to act as an intermediary between tenants and the Council. The Representative may also accompany the Council on their site inspections and report any problems that have been identified.
7. **Sharing with Others and Sub-Letting:** A tenant may allow an immediate family member to share the keeping of an allotment plot, although the tenancy agreement may only be held in the name of one person. The person sharing has no tenancy rights. The Council does not permit any immediate family member to gain tenancy to an allotment plot without properly

waiting on the Council's official waiting list. Any third party is permitted to assist or help the allotment tenant in their keeping of the allotment plot. The tenant is responsible for the action of any third party at all times, regardless of whether the tenant is present or not, although the tenant should be in attendance with the third party more often than not. The tenant will be responsible for any breaches of the Tenancy Agreement by the third party.

Where a third party is helping an allotment tenant to such an extent that the tenant is rarely present, or not present at all, then the Council will assume that the allotment plot is being sublet, even if there is no exchange of money between individuals. Unless the tenant has a reasonable explanation for the extensive third-party help, such as illness, bereavement or similar, then the Council may deem that the Tenancy should be terminated and the plot re-let. The third party has no legitimate right to be present on Council-owned land. In circumstances where the Council has received a complaint of sub-letting the Council will only take action where sufficient evidence of sub-letting can be supplied by the complainant, such as dated records, parties present on the allotment plot and what that person was doing. The Council will not take any action based on hearsay.

**8. Access to Other Plots:**

No tenant shall enter another allotment plot without permission of the tenant, except to maintain their own plot, for instance to prevent overgrowth of weeds, keep a drain, hedge or fence from interfering with their allotment. Where a tenant needs to gain access to another plot for the reasons explained above the tenant should make best effort to gain the permission of the neighbouring tenant, for instance by placing a contact notice on the gate, including the date of intended access. Any person entering another allotment plot without permission of the tenant, except for the reason explained above, shall be considered to have trespassed and be in breach of the allotment rules.

- 9. Change of Circumstance:** Tenants must inform the Council of any change of circumstances such as a change of address, in writing to:
- Email: [clerk@whittingtonparishcouncil.co.uk](mailto:clerk@whittingtonparishcouncil.co.uk)
  - Post: David Hunter-Miller, Clerk to the Council, 35 Benbow Close, Malvern Wells, Worcestershire, WR14 4JJ

- 10. Selling On:** On occasion a person who is terminating an allotment Tenancy Agreement may request that the new tenant pays for certain items of equipment or structures that are being left on the allotment plot. The Council will allow a request to be made, however the incumbent tenant is under no obligation to pay anything. The Council does not mediate the negotiation. If a value cannot be agreed, the outgoing tenant is required to either leave the equipment on the allotment plot, at which time it will become owned by the Council and passed to the new tenant or remove the equipment prior to the new tenant taking over.

**B. Plot Cultivation and Maintenance**

- 11. Allotment Inspections and Enforcement:** The Council inspects the allotment plots regularly. If for any reason the allotment plot cannot be used due to illness or personal circumstances the tenant is strongly advised to contact the Council to explain the reasons before enforcement action is taken. The inspections are not announced, but usually take place around the middle of each month. The inspections will usually be carried out by two Council Officers or authorised Council representatives. The tenant need not be on the allotment on the day of inspection. The inspections will take into account all aspects of allotment plot management as described within the Tenancy Agreement and Terms and Conditions. If any allotment plot fails the inspection, the tenant will be contacted. The Council will give the tenant until the date of the next inspection (which will be a minimum of two weeks' notice) in which to work the land as an allotment plot. The Council will consider mitigating circumstances such as hardship, illness or family bereavement. Other reasons such as drainage, rain, broken equipment will be

disregarded. Failure to comply will result in the Council serving a Notice to Quit under the terms of the Tenancy Agreement. Notice to Quit will usually be two weeks, but may be shorter at the discretion of the Council, for example in the absence of any communication from the tenant or where there has been no activity on the plot for two consecutive months.

12. **Allotment Growing:** Allotment plots should be used primarily for growing vegetables and fruit produce. As long as the main function of the allotment is to grow edible produce, you may also grow herbs and garden flowers. At least 50% of the growing area of each plot must be used for food growing. The remainder may be set aside for growing herbs and garden flowers. Fruit trees are not permitted, nor are wildflower areas as their seeds may spread to other plots. Fruit bushes such as Raspberry, Blackberry (and hybrids), Gooseberry, Blackcurrant, Redcurrant and Blueberry are permitted.

Grass footways within a plot are permitted provided the grass is kept short and does not spread onto footpaths, barked divider areas between plots or neighbouring plots. Grass should be cut and composted or removed to minimise the risk of grass clippings spreading to other plots.

Any part of a plot not used for growing fruit, vegetables, herbs or garden flowers must be kept largely weed-free.

13. **Winter Maintenance (October to April):** Tenants are responsible for maintaining their plot in a good state of cultivation throughout the period of their Tenancy Agreement, which expires at the end of March each year.

During the period between October and April tenants may choose to grow winter crops or 'rest' their plot until the main planting season begins again in April or May. If tenants decide to grow winter crops, the rule requiring 50% of the plot to be used for crop cultivation will not apply.

If tenants choose to rest their plot during the colder months they must prepare their plot by clearing or composting any annual summer crops that have finished producing fruit or vegetables. They must also ensure that any weeds are kept under control throughout the winter maintenance period. There is plenty of helpful advice online regarding winter maintenance, which may include laying good quality compost or manure on top of the soil or covering with groundcover fabric. See the section on 'Groundcover fabric' below for conditions regarding its use.

14. **Sale of Produce:** Allotments are strictly to produce vegetables, fruit, and Hen/Rabbit products for consumption by the tenant and their immediate family. No tenant is permitted to operate from the allotment as a business or trade, or to grow produce for the purpose of selling. Upon occasion surplus is produced, such as eggs, fruit etc. in small quantities, the tenant may receive 'at cost' payment for such items.

15. **Trees:** Tenants are not permitted to plant trees.

16. **Invasive and Dangerous Plants:** The Council is keen to ensure that plants designated under the Wildlife and Countryside Act 1981 are properly controlled. Where Japanese Knotweed and Giant Hogweed are found on an allotment plot the tenant will be expected to report this in writing to the Clerk within seven days. Further information can be found on the following website <https://www.gov.uk/guidance/prevent-the-spread-of-harmful-invasive-and-non-nativeplants>

17. **Groundcover Fabric:** It is recognised that the use of groundcover fabric is a legitimate cultivation technique, however the use of brightly coloured sheeting is obtrusive and therefore the use of dark coloured sheeting is preferable and socially responsible. Groundcover fabric

should be properly secured with TerraPEG securing pegs (or similar) rather than pallets, logs and other moveable objects. The pegs should be driven into the soil, rather than anything being nailed into the wooden border. It should be checked regularly, particularly in advance of a forecast of high winds and immediately after such winds have subsided to ensure that it has not come loose, which is unsightly and may impinge upon other plots, as well as potentially causing injury to individuals, pets or wildlife and damage to other plots, nearby vehicles and residential properties. The tenant will be responsible for any such injury or damage if it is proved that such injury or damage was caused by not ensuring their groundcover fabric was secured properly. The Council will not accept liability for such injury or damage. Nonbreathable fabric is not suitable for horticultural use as it may render the soil sterile.

18. **Personalising Plots:** The Council recognises that tenants may wish to make their plot 'their own' and will permit attaching small, lightweight objects, such as bird nesting boxes and insect boxes to the perimeter fence adjacent to their plot. These may be screwed or nailed into position neatly, but must be removed when either party terminates the Tenancy Agreement. Battery-powered, low wattage fairy lights are also permitted provided they do not cause 'light nuisance' to residents. Garden benches, chairs and small tables, all in good condition may be placed adjacent to the tenant's plot on the footpath that borders the perimeter fence. Alternatively, tenants may place such furniture within their plot, remembering that at least 75% of the plot must be used for growing fruit and vegetables. The furniture must be always maintained in a good state of repair. Tenants may paint the wooden border surrounding their plot with wood preservative stain or pastel colours, noting that if they do so they, rather than the Council are responsible for keeping it looking neat.

## C. Safety and Courtesy

19. **Risk Assessment, Personal Safety and First Aid:** Gardening carries an element of risk. Everyone needs to take health and safety seriously. Tenants have a duty of care to anyone on their plot, regardless of whether they have given permission for them to be there. The tenant should act responsibly and comply with any health and safety instructions mentioned in the Tenancy Agreement. Health and safety only becomes unmanageable when responsibilities are neglected. The Council will take reasonable steps to ensure that the plot is clear of major hazards at the time of leasing i.e. those that can cause significant harm such as dangerous buildings, trees and exposed asbestos, but not nails/ glass/ barbed wire/ trip hazards and similar. New tenants should thoroughly inspect the allotment within the first month of taking the plot to ensure that no hazards exist, and where they do, report these to the Council for remediation.

Any school or community group who is taking on the responsibility for an allotment must complete a risk assessment. It is not the Council's responsibility to carry out the risk assessment or to provide advice on all the potential risks that may be present; the responsible person must apprise themselves of all the potential risks. The Council must be given a copy of any risk assessment before the allotment plot is used.

Allotments tracks and paths around the allotments are maintained to a reasonable pedestrian standard for allotment purposes and should be treated and respected as such. Tenants have a duty of care to ensure that they take all necessary precautions when using common ground. An allotment, or the land around the allotment, may pose slip and trip hazards when care is not taken, especially in wet or icy conditions, cut hazards from glass, metal, stones, wood etc., cement asbestos risk, injury from lifting, digging, insect bites/stings, etc. The list of risks is potentially very long and the Council does not accept responsibility for any injury, or illness. Each tenant is responsible for their own personal safety and fitness to work an allotment plot. If a tenant has a health-related problem then appropriate precautions should be taken prior to using the allotment plot, including ensuring that a mobile telephone is taken to site and

informing someone what time you are expected to return. All tenants are advised to seek proper medical advice on the need to have had a current tetanus injection before using an allotment plot, or any other precautionary medical intervention as advised by a medical practitioner. The Health and Safety on Allotments: a Management Guide, produced by ARI includes a Guide to Undertaking Risk Assessments' and may be downloaded from their website: [www.farmgarden.org.uk/ari/resources/ari-factsheets-mainmenu-147](http://www.farmgarden.org.uk/ari/resources/ari-factsheets-mainmenu-147). The Council does not provide First Aider training.

Any defect such as a dangerous structure should be reported to the Council immediately. The Council will either provide advice on how the hazard can be removed or in default the Council may remove the hazard at the cost of the tenant.

20. **Allotment Plot Condition:** When you accept an allotment, you 'inherit' anything already on the allotment at the time you take on the tenancy. This means that you will acquire anything beneficial; such as existing structures, fruit bushes, produce still growing there, tools that have been left, etc. It also means that you become responsible for removing any deposited waste material and for clearing back any overgrown areas. If the allotment is in particularly poor condition when you accept it, the Council will be aware of this. If an inspection is due very soon after you have taken on an overgrown allotment, some leeway will be made for this. If you discover any hazardous material or suspicious substances while clearing your allotment you should notify the Council before attempting to deal with it; for example if you find cement asbestos, chemical containers or medical waste such as used syringes. An allotment plot will only be considered as 'Not Fit for Purpose' if it is contaminated by hazardous substances in any such manner to prevent food growing, keeping of livestock or dangerous to human health. You are expected to treat the land and surrounding land with respect and also be respectful of local residents whose outlook overlooks your plot by keeping your plot in good condition at all times. Glass, plastic, wood and metal etc. should be disposed of in a proper manner. 'Flytipping' on any part of the surrounding area will result in Notice of Termination of Tenancy being served. The allotment is not a dumping ground for unwanted containers, pots, pallets, timber and the like.

At the end of the tenancy all belongings owned by the tenant must be removed. The Council does not permit additional time to remove such items and will seek a new tenant as soon as possible. The nominated Council Allotment Officer will inspect the allotment plot prior to the termination date, or prior to quitting if the statutory notice term has been reduced in accordance with the Agreement.

21. **Machinery:** The following domestic-type petrol and electrical machinery may be used without the need for permission from the Council:
- Hand-held soil rotovators, cultivators, and soil tillers.
  - Battery operated equipment, excluding chainsaws.
  - Hand-held lawnmowers.
  - Grass trimmers.
  - Hedge trimmers.
  - Anything of the above type that may otherwise be regarded as domestic in nature.

The following non-domestic machinery may NOT be used without written permission from the Council:

- Any form of ride-on machinery or equipment.
- Mechanical digging machinery, mini-diggers, JCBs and similar.

Under certain circumstances the Council will permit the use of non-domestic equipment, but only with strict control measures in place. The tenant may not use such equipment without written permission from the Council. The Council will discuss the circumstances of the request with the tenant as the need arises. The Council is under no obligation to give permission where

it considers that the request is unreasonable, or its conditions have not been met. The Council will require the following information prior to permission being granted:

- Name of the person using the machinery.
- Type and size of the machinery that you intend to use.
- Time and duration for using the machinery.
- Location of area where machine is to be used, a location plan will be required.
- Actions that you intend to carry out, including depth of material to be dug out.
- Arrangements for waste material removal.
- Details of what investigations you intend to undertake to prevent damage to underground services, including electric, telephone, gas, water and sewage.
- Arrangements for delivering and taking away the machine.
- Details of how you intend to repair paths and tracks in the event of damage.
- Competency of the person using the machine – certificates or references must be provided.
- Insurance of the person/company using the machine – insurance details must be provided, including liability cover in the favour of Whittington Parish Council for damage caused to Council property.
- Arrangements for ensuring the health and safety of those in proximity to the machine.
- Risk assessment and method statements for the work to be completed.

**22. Bonfires and Waste Disposal:** Under no circumstances may domestic or commercial waste be brought to the allotment site for disposal. Tenants bringing any waste material to an allotment site, including sofas, kitchen/bedroom cabinets, tyres and the like, will have their tenancy terminated immediately. Disposal of waste on an allotment site is illegal under the Environmental Protection Act. Bonfires of only waste plant material produced on the plot are permitted under the following conditions:

- The bonfire must be held within a purpose-built incinerator and must never be left unsupervised. Bonfires held on open ground are not permitted.
- Only permitted material may be burnt; untreated wood, weeds and leaves, twigs and branches. No other material may be burnt.
- The burning must not cause a nuisance to local residents.
- The tenant must be certain that all embers and ash are completely cold before leaving the allotments site.

Environmental Health Service may investigate complaints of smoke nuisance. A statutory nuisance arises where the District Council upholds the complaint. All waste material including treated wood, metal, glass, plastic, fibreglass and rubber should be removed from the allotment and properly disposed by the allotment tenant. Organic garden waste, paper and cardboard must be composted. Any disposal of waste improperly will be regarded as fly tipping and the offender treated as such.

**23. Lightweight Objects and Sharp Objects:** Lightweight objects, including, but not exclusively, empty water butts and compost bins must be secured safely within the plot to avoid them being blown away in gusts of wind when they could cause injury to individuals, pets and wildlife. Securing them will also minimise the risk of damage to plant life and structures on other plots.

Sharp objects, such as secateurs, scissors, edgers, shears and any other garden tools that could cause injury or damage must be locked away or removed from the site when not being used.

**24. Use of Sprays, Fertilisers, Chemicals, Poisons:** When using chemicals, the tenant must:

- Take all reasonable care to ensure that adjoining hedges, trees, crops and neighbouring plots are not affected and must make good or replant as necessary should any damage occur.
- Only use sprays, fertilisers, chemicals and poisons that are permitted and regulated for domestic use and are 'animal and child-friendly' (i.e. non-toxic to humans, domestic



animals and other wildlife including foxes, hedgehogs, birds and squirrels that share the space.)

- Not use any sprays and fertilisers in such a manner that they may enter or contaminate a watercourse.
- Always comply with the manufacturer's guidelines.
- Keep such substances in a secure, locked storage box or removed from site when not on their plot.

25. **Asbestos Cement:** Under absolutely no circumstances is any person permitted to bring any form of asbestos onto an allotment site.

26. **Tyres:** Under no circumstances may tyres be brought to an allotment site. As tyres decompose they release toxins into the soil, they also pose a fire risk even if kept in small numbers. The disposal of tyres is strictly controlled by the Environmental Protection Act. Any garage, waste carrier or other person taking tyres to an allotment site will have failed their duty of care. Used tyres are a form of waste, the bringing of tyres to an allotment site will be considered as fly tipping, and action will be taken accordingly.

27. **Drinking of Alcohol, Drug Taking and Antisocial Behaviour:** Any tenant found to be growing illegal substances on an allotment site will have their allotment tenancy terminated immediately and the Police informed. The consumption of alcohol on allotments is strictly prohibited. No person, tenant or visitor shall become/be drunk. No person should undertake any form of gardening whilst under the influence of alcohol or drugs.

Council representatives deal with tenants and prospective tenants professionally and courteously at all times and respond to queries as soon as reasonable. Tenants, or prospective tenants, must not behave in an abusive, aggressive or threatening manner towards members of Council staff or Representatives. Where a member of Council staff feels threatened or abused the individual will be asked to leave the allotment site, and not permitted to return until the matter has been resolved by the Council or Representative.

Tenants should act cordially and responsibly to neighbours and other tenants at all times. Antisocial behaviour will not be tolerated, including but not limited to trespass, excessive noise, swearing, nuisance, drug or alcohol influence, verbal abuse or anything similar. Any tenant, or third party accompanying a tenant, carrying out an act of antisocial behaviour will result in the tenant being considered to be in breach of the allotment rules. The decision of the Council in the event of dispute is final. Please remember that in order to take action against antisocial behaviour the Council must either witness the event or have evidence. The Council cannot take action based on the word of one tenant against another.

In circumstances of illegal or antisocial acts being carried out on an allotment site, perpetrated by an allotment tenant, the Council will default to a Police investigation. Where the Police investigation results in a finding of guilt of any kind against a tenant for an allotment-related incident, the Tenancy Agreement will be terminated with immediate effect, although the former tenant will be given one week to remove all personal effects from their plot. All incidents of criminal behaviour should be reported to the Police.

The above guidance only concerns antisocial action where this has taken place on Councilowned allotment land.

28. **Site Security:** All items are left on plots at the owner's risk without any liability on the part of the Council. It is the tenant's responsibility to ensure that all incidents of criminal activity are reported to the Police.



29. **Parking:** There are a few parking spaces at Uffnells Farm allotment site on a first come, first served basis. Tenants are asked to park respectfully as it is within a residential area.

## D. Storage

30. **Storage of allotment-related materials:** The Council recognises that, for practical purposes tenants may need to store certain materials, intended for allotment-related use, on their plot for a short time. Reasonable quantities of the following materials may be stored for a maximum of 14 days prior to use:

- Bags of manure, compost, fertiliser etc.
- Timber for creating raised beds.
- Canes for climbing plants.
- Groundcover fabric.
- Other material, such as gravel (for drainage) or rocks (for a small rockery).

'Reasonable quantities' is no more than can be used in the space available, taking into account guidance that approximately 75% of the plot should be given over to fruit and vegetable cultivation. Storage must be within the confines of the tenant's plot and not on shared footpaths or barked divider areas.

Stone, brick, corrugated metal, window frames, doors, baths, tyres, asbestos cement, oils, fuels, scaffold, builder's rubble, broken pavers etc. may not be stored on the plot. This list of banned items is simply a guide and is not exclusive.

Storage of any items should not spill out beyond the boundaries of the allotment plot.

31. **Storage of Garden Tools, Chemicals and other Noxious Substances:** Noting the proximity of a children's play area and residential properties, as well as domestic cats and foxes roaming within the allotment gardens and birds, hedgehogs and squirrels all being seen on the site garden tools must be either locked away securely or removed from the allotment gardens each time the tenant leaves the site. This is to minimise the risk of children playing with dangerous tools, such tools being used to cause damage to residential properties or wildlife being injured. Similarly, weedkiller and chemicals such as plant food must be locked away securely to avoid even mild harm being caused to individuals, domestic pets and wildlife, even if the packaging suggests it is safe.

32. **Structures and Buildings:** Structures may only be erected for the purpose of storage, growing, composting, rainwater collection, poultry or rabbit raising and for no other purpose. Tenants may erect structures up to a maximum height of one metre without seeking permission from the Council. These may include toolboxes, greenhouses, seating, poultry and rabbit runs, poly-tunnels, cold frames and fruit cages. Low cost, lockable garden tools storage boxes suitable for storing long handled gardening equipment are widely available. 'Standard' compost bins up to 220 litres capacity and water butts up to 200 litres capacity are permitted without seeking permission from the Council, as are canes for growing vegetables such as beans. The Council's decision as regards to any permission sought is final. Tenants wishing to erect a structure higher than one metre must submit a request in writing to the Council, stating:
- Purpose of the structure.
  - Dimensions (height, width, depth) of the structure.
  - A photograph or manufacturer's image of the structure.

The Council will acknowledge receipt of the request within one week and will advise the date on which it will be considered; this is likely to be the date of the next Council meeting. In considering the application, the Council will consider:

- Purpose (are there alternatives?).

- Impact on the allotments site and other tenants' plots, such as blocking sunlight.
- Visual impact on residents overlooking the allotments site, including any loss of visual amenity.

All structures on an allotment plot must be kept maintained in a good safe condition. The Council does not directly inspect every allotment structure. The Council will take the condition of each structure on a case-by-case basis. The tenant must carry out any remedial work requested by the Council, or remove a structure where it is considered to be dangerous, unsightly, or not in accordance with the current Terms and Conditions. The Council's decision is final in this respect.

## **E. Children, Vulnerable Adults, Wildlife and Domestic Animals**

33. **Children and Vulnerable Adults:** Children and vulnerable adults are very welcome on the allotment site although the tenant remains responsible for their safety and they must be supervised effectively throughout their visit. Tenants are also reminded that anyone under their care should not cause a nuisance to other tenants. Allotments can be dangerous places for children and vulnerable adults especially if you are clearing rubbish or using power tools. In order to minimise risk, you should follow all practical safety tips such as storing tools and seeds out of the reach of such individuals as well as covering water butts. You should also be aware, especially if you are new to gardening, that many common plants or parts of plants are toxic and caution should be taken.
34. **Hens and Rabbits:** The Council does not permit the keeping on allotments of any animal other than those allowed by Statute, which are hens & rabbits.

Under the terms of section 12 of the Allotments Act 1950 any tenant can lawfully keep hens (not cockerels) and rabbits on allotment sites. No other types of poultry, or other bird type, may be kept on an allotment plot. The Council will maintain a register of poultry. Hens and rabbits must be kept in fit and proper conditions in accordance with best practice guidelines. Hens and rabbits must be kept disease-free and be given access to sufficient food, water and shelter. The Council will inspect animals at regular intervals and take immediate action to prevent harm or damage to any animal. The Council will initially attempt to contact the tenant, however if this is not possible the Council will take whatever action it deems fit in order to protect the welfare of the animal/s concerned. Where proper animal husbandry practices are not maintained the ultimate sanction of the Council is to ask the tenant to remove animals, or in default the Council may remove the animals itself. The Council's decision in this matter is final.

Tenants must adhere to a poultry stocking density limit. The stocking density follows guidance provided by the Soil Association. The stocking density limit applies to the space in which the animals are kept, and not the total plot size. Any more is considered to be greater than for personal use. The total number of poultry kept on an individual plot must not exceed four. All poultry must have access to an outdoor run. Animals should not be held permanently in a confined indoor space, except when at roost overnight. Animals should not be allowed beyond the confines of the allotment plot. Tenants are expected to dispose of waste material properly and not allow waste to be stored on site. Under no circumstances should carcasses or eggs be disposed of by leaving the eggs/carcass exposed in an open position (ditch/track/compost heap etc.). Waste eggs and dead poultry should be removed from the site or buried to a depth of not less than 50cm. The keeping of animals must not be for commercial exploitation, stocking density limits will be strictly applied for this reason. Where mice and rats are present in numbers the tenant is expected to review the conditions in which the poultry is kept and change practice accordingly; this may include reducing animal numbers and/or changing the way in which the animals are fed. If vermin problems persist the Council will take action as

needed to resolve the problem, including asking the tenant to remove animals or in default the Council removing the animals.

35. **Bees:** The keeping of bees requires agreement of the Council. In view of the size and layout of the allotments this is very unlikely to be granted.
36. **Dogs and Cats:** Under no circumstances are dogs or cats permitted to be kept on an allotment plot. Tenants may bring a dog onto an allotment, although you always remain responsible for the behaviour of your dog and liable for any injury or damage it may cause. Dogs must be always kept under control on a lead. It is the tenant's responsibility to clear up and remove dog waste.
37. **Preventing Rats:** If you keep hens or rabbits on an allotment then you must take action to avoid attracting rats. The first thing to ensure is to keep the area clean. Apart from deterring rats, good hygiene will keep your animals healthy and avoid unpleasant smells. Don't leave food lying around or overfeed your animals such that they leave grain and other foods that will be attractive to rats. Be careful how you store your animal feed. Rats and mice can gnaw through wood quite easily to get a meal. A metal storage bin or plastic dustbin with a closefitting lid designed for outdoor use is ideal. Not only will it stop the rat from getting to the food usually, but it will reduce the smell of the food that attracts them in the first place. Rat urine can be very dangerous; if the urine of a rat carrying disease gets into the drinking water then this could prove fatal for animals and humans coming into contact with it. Collect eggs daily as soon after laying as possible as these are another food source for the rat. Keep an eye out for damage and take action immediately you notice them trying to get in. Rats are normally nocturnal. Their teeth continually grow which is why they can chew through things you would not expect. They are also very sharp and ordinary chicken wire can be chewed through easily. Quality weld mesh around the run rather than wire will be far safer from the rat. If they are trying to gnaw through the hen house you can also staple weld mesh to the outside of the wood, however, if the problem is that severe you need to move on to control rather than simple deterrence. Rats are great burrowers, they like to be safely concealed from aerial threats, so they can often get into your hen house from underneath. To prevent rats from getting in you can bury the wire and bend it outwards under the soil. Alternatively, you can use weld mesh to fix to the floor of your hen house.

The Council does not resolve rat and mice infestation problems. Tenants are asked to support allotment practices that do not encourage rats. Complaints about rat numbers from tenants or any other person will generally not be investigated where one or two rats are observed occasionally. The removal of rats and mice is permitted; however, this should be carried out through the proper use of traps. Poisoning is not permitted.

The feeding of birds is supported and promoted by the Council, however the feeding must be undertaken in a manner that does not encourage rats or mice. All rat carcasses should be buried to a depth of not less than 50cm. The Council will request tenants to change livestock keeping practices if the practice encourages high rat numbers and ultimately the animals may be re-housed should this fail.

## F. Parish Council

38. **Fences and Gates:** Fences and gates (including gate latches) will be maintained by the Parish Council. Tenants are encouraged to report damage or faults to the Parish Clerk in writing at the earliest opportunity. The Parish Clerk will acknowledge the request within a week and give an indication of timescales for full response, taking into account the nature of the damage or fault and deemed urgency of repair. The Council's response will depend on cost, available finances, priority and eligibility i.e. is the Council actually responsible for completing

the work. If there is evidence that damage has been caused by a tenant or tenants, those tenants will be responsible for any repair costs incurred by the Council or others.

39. **Pathways, Barked Divider Areas and Plot Wooden Borders:** The paths, including the barked divider areas between plots and the wooden borders surrounding individual plots within the allotment site will be maintained by the Council, unless there is evidence that damage has been caused by a tenant, or weeds or vegetation has spread from a tenant's plot. In that case it will be the tenant's responsibility to repair such damage and clear any vegetation growth at their own expense. The Council reserves the right to invoice the tenant for costs incurred if the tenant fails to comply with this clause. From time to time the condition of paths on the allotment site will be investigated and kept in reasonable condition by the Council i.e. fit for purpose in normal weather conditions. The Council does not grit iced allotment paths and tenants are expected to avoid any risks as a consequence of ice, snow or water. The Council is not liable for any injury as a result of any person not taking adequate precautions against the risk. Damaged paths that prevent reasonable pedestrian movement should be reported to the Council as soon as possible. The Council will make good repairs as soon as practicable or close the path should repair not be possible. Tenants must not leave anything in such a manner that they block access for other users.

Grass or vegetation extending into these areas must be cleared by the tenant as soon as it becomes evident, and steps taken to prevent further incursion.

40. **Mains Water:** The Council provides a mains water supply via communal water taps by the entry gates. When you take on the allotment plot, you agree to pay your rent which includes a water fee to cover the cost of water used on the allotment site. It is important to remember that the Council is not under contract as the water supplier to the allotment tenant. The Council simply collects water fees from allotments tenants and pays the water charges. The water fee will be reviewed by the Council each year. The Council will make best efforts to keep the water supply infrastructure in a good state of repair, but only where the budget permits and when they are informed of water leaks or damage to the taps. The Council is under no obligation to pay for the cost of water in the event of leakage or vandalism, particularly if such leakage or vandalism is not reported to them in a timely manner. The burden for the cost of water always lies with the allotment tenant, who is responsible for reporting leaks and damage to the Council. It is each tenant's responsibility to ensure that they replace the water tap padlock after they have finished using the tap (unless another tenant is subsequently using the tap). Under no circumstances should the padlock code be shared with anyone who is not authorised to be on the allotments site or to use the water supply. In the event of a major leak, entailing excessive cost, the Council may opt to disconnect the water supply completely. Tenants are expected to behave responsibly in respect of the amount of water used, and not to consume a disproportionate amount of water, thereby raising the annual water bill for all other tenants on the site. To avoid frozen pipes the water supply will be turned off from October or November until the following April or May, depending on the prevailing weather conditions. Tenants with livestock should seek to hold sufficient water storage capacity to last the winter. The Council is not obliged to provide mains water for the purpose of keeping livestock. No person should tamper with or alter the Council's water supply equipment, unless expressly authorised by the Council to do so. Hosepipes may be used; however tenants are reminded of the fair water use policy, outlined above. Hosepipes may NOT be used for filling of large water containers or washing down structures. Tenants are not permitted to permanently attach a hose to the tap thereby preventing others from using the facility.
41. **Drainage:** The Council will not complete drainage work, or supply drainage materials to the benefit of an individual allotment holder unless there is evidence that any drainage issue is as a result of any leaking or damaged underground apparatus. If there is evidence that such damage was caused by an individual tenant or tenants those tenants will be liable for any repair costs incurred by the Council or others. Tenants should not complete any work that may

adversely affect the drainage of water from the allotment site or other allotment plots, including the filling of ditches, removing/breaking land drains etc. The Council cannot reasonably be expected to provide drainage that allows for exceptional rainfall, either as a single event or over a period of time.

42. **Complaints:** The Council will only investigate complaints where the complaint is received in writing or using the Council's complaints procedure. Complaints must be accompanied with evidence to support the complaint, such as photographs.

For complaints made by one tenant against another:

The Council will investigate serious complaints which involve anti-social behaviour, and complaints of actual or potential health and safety matters. Other minor complaints will be resolved by the Council as resources permit but must, in the first instance, attempt to be resolved directly between the allotment tenants themselves. The Council reserves the right not to investigate complaints of a minor nature, particularly where tenants make repeated complaints against each other as part of a personal feud/vexatious complaints. Please remember that in order to take action against offensive behaviour, such as verbal abuse, swearing, alcohol consumption, rowdy behaviour, or similar, the Council must either witness the event or have evidence. The Council cannot take action based on the word of one tenant against another. Complaints will be dealt with in strict confidence.

For complaints against the Council:

Complaints about the service provided by the Council, or about the condition of the Council's land, should be reported to the Council. Verbal complaints, or concerns, made directly to a member of the Council staff/representative, must be supported in writing to the Council by:

- Email: [clerk@whittingtonparishcouncil.co.uk](mailto:clerk@whittingtonparishcouncil.co.uk)
- Post: David Hunter-Miller, Clerk to the Council, 35 Benbow Close, Malvern Wells, Worcestershire, WR14 4JJ