



NORTHCHURCH PARISH COUNCIL

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NORTHCHURCH PARISH COUNCIL

ALLOTMENT RULES POLICY

Version	V22.0
Date approved by Finance & General Purposes Committee	03-05-2022
Date approved by Full Council	16-05-2022

Allotment Rules May 2022

1. Allotment Law

1.1. The tenancy is subject to the allotment Rules made from time to time by the Council and to the Small Holdings and Allotments Act 1908 (SHAA 1908), the Allotments Act 1922 (AA 1922), the Allotments Act 1925 (AA 1925) and the Allotments Act 1950 (AA 1960). General planning laws also apply to allotments.

2. Definitions and Interpretation

2.1. Council (Us/We) – Northchurch Parish Council

2.2. Tenant (You) – The tenant that has or will sign the tenancy agreement for plots. This person will be liable for all aspects of the plot.

2.3. Plot – The area of land that has been leased to you within the tenancy agreement you will have signed.

2.4. Allotment site – The entire area within the boundary markings where the allotments are.

2.5. Visitors – Anyone that you invite onto the allotment site with you.

3. Inspections

3.1. We will arrange and carry out regular site inspections to ensure that the plots are being used in compliance with these Rules and are well maintained.

Any member of the Council or members of the Council's Allotment

Committee may, at any time, access any plot or structure to carry out these inspections and to take photographs as evidence.

4. Eligibility – A tenant must:

- 4.1. Be over 18 years of age.
- 4.2. Not already have an allotment in another area of Dacorum
- 4.3. Be on the waiting list.

5. Co-workers

- 6. You may enlist the assistance of family members to help you cultivate your allotment. These are known as co-workers.
 - 6.1. You can register one co-worker per plot with the council.
 - 6.2. The registered co-worker will be offered the allotment plot should you decide to terminate the tenancy, or in the case of death.
 - 6.3. To be registered, the co-worker must also fit the eligibility criteria detailed above.

7. The Tenant of the allotment garden must:

- 7.1. Pay the annual rent (Due on 30 November) set by the Allotment Committee on direction of the parish clerk and shown in the table below.
- 7.2. Clearly display their plot number in a prominent position at the front of the allotment plot (We will provide new signs this year).
- 7.3. Keep the plot free from weeds, tidy, well manured, and at least 60% maintained in a proper state of cultivation and fertility.

- 7.4. keep the plot and the surrounding area clear of litter, refuse, or other rubbish
- 7.5. Maintain all structures in a good state of repair and condition.
- 7.6. Inform the Allotment Committee if you are temporarily not able to tend to your plot.
- 7.7. Keep one half of the width of the grass pathways surrounding their plot clear of obstruction and in good order and condition.
- 7.8. Dogs must be kept on the lead and not secured to any water tanks or piping from them.
- 7.9. Ensure any children under the age of 16 years old are accompanied by an adult.
- 7.10. Observe and perform any other special condition which we, from time to time, consider necessary to preserve the allotments from deterioration, and of which notice to applicants for the allotments is given in accordance with these Rules.

8. The Tenant of the allotment garden must not:

- 8.1. Cause any nuisance or annoyance to the occupier of any other plot
- 8.2. Harass, intimidate, or abuse anyone on the allotment site including indirect threats towards or malicious comments about other tenants.
- 8.3. Use your plot for purposes other than cultivation e.g.
 - 8.3.1. Carry out any form of business or grow produce for sale.
 - 8.3.2. Store materials except for those to aid cultivation and maintenance.
 - 8.3.3. Store lubricants, flammable or dangerous chemicals other than those used to fuel machinery for the maintenance of the site.

- 8.3.4. Park any vehicle.
- 8.4. Use harmful materials such as barbed wire, nails, and glass except glass used in a greenhouse of approved size. (8x6)
- 8.5. When lighting a bonfire, which should take place rarely, cause any smoke nuisance as defined by the Environmental Protection Act 1990 (Section 80).
- 8.6. Use carpet, underlay or similar material as a weed suppressant (Because they can leach toxic chemicals into the ground, which may affect the quality of the soil and produce grown in it).
- 8.7. Plant any invasive plants, shrubs, or trees other than fruiting trees grown on a dwarf rooting stock to limit height and in any case not to allow any plant to exceed 12 feet in height.
- 8.8. Allow your plot to become overgrown.
- 8.9. Obstruct any path we have set out for other occupiers of the allotment site.
- 8.10. Live in or sleep overnight in any part of the allotment site.
- 8.11. Park overnight on any part of the Upper Allotment site.

9. Without permission and approval from the NPC Allotment Committee and Chair (ACC), the tenant must not:

- 9.1. Underlet, assign or part with tenancy of the allotment or any part of it (Section 27 (4) of the Allotment Act 1908)
- 9.2. Cut or prune any boundary hedges, timber, or other trees
- 9.3. Carry away soil or any mineral, gravel, sand, or clay.

- 9.4. Import any materials onto the allotment, unless for the sole purpose of aiding the cultivation of the allotment.
- 9.5. Fence any part of their allotment (The Allotment Committee will approve the materials).
- 9.6. Lay any paving or other edging materials (which must be restricted to what is necessary to help cultivate your plot).
- 9.7. Erect any structure on the allotment site. The ACC will only allow a structure for the sole purpose of aiding the cultivation of the allotment. The ACC will usually restrict this to one shed and/or one greenhouse per plot, that is:
- 9.7.1. No greater than 8'x6',
 - 9.7.2. Standard design and materials,
 - 9.7.3. Neutral paint colour in keeping with the rest of the site.
- 9.8. At the end of your tenancy, you will immediately remove any allotment building you have erected.

10. Harassment and Equal Opportunities

- 10.1. We condemn all forms of discrimination, harassment or victimisation.
- 10.1.1. If you, or your visitor, causes or takes part in discriminatory behaviour, harassment or intimidation, you will not be allowed to keep your allotment plot and we may inform the police.
 - 10.1.2. We will not disadvantage anyone in their application for an allotment plot because of their age, disability, gender reassignment, marriage and

civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation.

11. Tenant Requesting Termination

11.1. You must inform our Clerk in writing if you wish:

11.1.1. To give up your plot. Your rent will not be reimbursed. The plot will subsequently be made available to the next individual on the allotment waiting list, who will be charged rent.

11.1.2. To transfer your plot to a family member. Your family member will not be charged rent until the next allotment rent renewal date.

12. Breach of Rules

12.1. We may end your tenancy by giving you one month's notice if you:

12.1.1. Breach these Rules.

12.1.2. Fail to pay your rent within 40 days of the invoice.

12.2. If we suspect that you have breached these Rules:

12.2.1. two parish councillors will meet you to discuss the breach.

12.2.2. If satisfied you have breached the Rules, they will require you, within one month, to rectify the breach or make significant improvements. Our Clerk will send you a written confirmation of this requirement.

12.2.3. If you fail to comply with these requirement(s), our Clerk will send you a written notice to quit your plot within one month.

13. Bank Details for Bank Transfer

Bank: Unity Trust Bank Account Number: 20432522 Sort Code: 608301

12. Allotment Charges: October 2021

	Type of Plot	Basic Rent	Out-of-Parish	NAA Sub	Total
In Parish	Half Plot	£19.00		3	£22.00
	Full Plot*	£30.00		3	£33.00
	1 ½ Plot*	£38.00		3	£41.00
	2 Plots	£45.00		3	£48.00

Out of Parish	Half Plot	£19.00	£3.00	3	£25.00
	Full Plot*	£30.00	£6.00	3	£39.00
	1 ½ Plot	£45.00	£9.00	3	£57.00
	2 Plots	£55.00	£12.00	3	£70.00