

## **ALLOTMENT TERMS AND CONDITIONS**

Throughout these conditions the expression 'the council' means South Gloucestershire Council and those officers appointed by the council under the Allotments Act 1950 and Smallholdings and Allotments Act 1908

### **General**

1. Tenants must use allotments for their own personal use and must not carry out any business or sell produce from the allotments and shall not erect or display any advertisement upon the allotments without the written consent of the Council.
2. Shall preserve the allotment boundaries unaltered, provide and display your plot number; this must be displayed in a prominent position at the front of your plot at all times.
3. Shall not sublet, assign, or part with the possession of the allotment garden, or any part of it, without written consent of the council.
4. Shall not cause any nuisance, annoyance, or violence, be it physical or verbal to any other tenant or neighbouring householder.
5. Shall not remove any plants, crops or belongings from any other allotment garden without the tenant's permission.
6. Shall not obstruct any pathway for the use of the occupiers of the allotment gardens.
7. Shall not erect any wire or other fencing around their allotment garden without the written consent of the council. Barbed wire is not permitted on any allotment.
8. Shall not without written consent of the council, alter or remove the allotment boundary fence, tree, or hedge by pruning or cutting.
9. Shall not without written consent of the council, erect any building or structure of any kind on the allotments. Glass greenhouses are no longer permitted.
10. Poly tunnels or non-glass greenhouses are permitted to a maximum size of 12ft x 8ft. Sheds are permitted to a maximum 8ft x 6ft. All structures must be kept in good repair and must be removed if the tenancy terminates unless agreed with the council. All structures should be erected at least 18" inside the tenant's allotment boundary.
11. Hosepipes can only be attached to water points on the allotments for the sole purpose of filling water containers. Hosepipes MUST NOT be used to water crops; any tenant found watering their allotment with a hosepipe will have their tenancy agreement terminated.
12. Codes & keys must not be given to others, and ensure the gates are securely locked.
13. The council is not liable for any loss (including by accident, fire, theft or damage of any tools or contents of sheds and greenhouses).
14. Must not keep any livestock on the allotments.
15. Dogs must be kept on a lead at all times. Should a dog foul on the site, the tenant must clear up the faeces. Failure to clear up after a dog on land open to public access is illegal under the Clean Neighbourhoods and Environment Act 2005 and may lead to prosecution and a fine.
16. Motor vehicles can only be taken onto the main pathways only for the delivery of manure, compost or the collection of produce and waste. Motor Vehicles must not obstruct any pathway or be driven onto any plot.
17. When an allotment falls vacant due to the death of the Tenant, the tenant's family can take over the allotment garden. (Family is defined as a spouse, son or daughter) or other family member nominated by the tenant before his/her death.
18. Glass must not be brought on to the allotments.
19. Water will be turned off in November and then turned back on in late spring, water must not be turned back on once it is off.

### **Trees**

20. Tenants must get written consent from the council before planting any tree.
21. Fruit trees must be M27 dwarfing root stock and must be kept pruned for shape & vigour.
22. Tree/s planted must be removed when giving up your allotment unless agreed otherwise with the council.
23. Tenants must maintain areas around soft fruit bushes & dwarf trees.

### **Cultivation**

24. Shall use at least 75% of the allotment gardens for the cultivation of vegetables, fruit and flowers, free from weeds and in a good state of fertility; failure to do so will result in the termination of tenancy (please see **Allotment Cultivation Process** document attached).
25. Shall keep the allotment garden boundary/pathway clean, cut and free from weeds.

### **Bonfires**

26. Bonfires are not allowed.
27. The use of incinerators are not allowed.

### **Rubbish**

28. Shall under no circumstances bring any waste to their allotments for disposal. This will constitute a criminal offence and liable for prosecution under the Environment Protection Act 1990. Any waste produced by tenants must be removed from site. If waste remains when the tenancy terminates, the cost of removal will be met by the tenant. Any items brought to the allotment garden must be removed on termination of the agreement.
29. Shall not use or bring on to the allotment gardens glass, carpet or underlay.

### **Change of Address**

30. Tenants are required to give immediate notice in writing to the council of any changes in address or contact details.

### **Services of Notice**

31. Notices to be served by the council on the Tenant may be:
  - a. Left on the allotment garden.
  - b. Sent to the Tenant via email or post.
  - c. Served to the Tenant personally.
32. Notices served will be treated as properly served even if not received.
33. Notices to be given to the council can be emailed to [allotments@southglos.gov.uk](mailto:allotments@southglos.gov.uk); or posted marking the envelope "To The Addressee Only" Allotments Officer, South Gloucestershire Council, PO Box 1954, Bristol, BS37 0DD.

### **Termination of Tenancy**

34. This tenancy may be determined in any of the following manners:
  - a. By either party giving to the other twelve months previous notice in writing to expire on or before the 1<sup>st</sup> of June or on or after the 1<sup>st</sup> of December in any year.
  - b. By re-entry by the council after giving one month's notice in writing to the tenant upon the occurrence of any of the following:
  - c. If the rent or any part thereof is in arrears for not less than 40 days whether formally demanded or not.
  - d. By re-entry by the council after giving one month's previous notice in writing to the Tenant upon the occurrence of any of the following:
  - e. If conditions and agreements on the part of the Tenant herein contained in the said Allotment rules have not been duly observed by the Tenant.
35. At the end of your tenancy you must leave your plot clean and tidy removing all rubbish.
36. If leaving a shed please clear and leave unlocked.

### **Disputes**

37. Disputes between Tenants are to be referred to the council in writing and the decision of the council will be binding on all Tenants involved in the dispute.