



# **KIRKBY LONSDALE TOWN COUNCIL**

## **KIRKBY LONSDALE TOWN COUNCIL ALLOTMENT GARDENS TERMS OF TENANCY & REGULATIONS**

### **Allotment Rules as based on Allotment Acts 1908 to 1950 - [12.v1]**

Throughout these rules 'the Council' means Kirkby Lonsdale Town Council and includes any working party, Councillor or officer appointed to undertake duties under the Allotments Acts, 1906 to 1950. These rules supersede any existing rules issued by Kirkby Lonsdale Parish/Town Council and take effect immediately, or from 1<sup>st</sup> January 2013 for existing Tenants.

#### **1. ELIGIBILITY**

**1.1** Allotment Gardens are provided for residents of Kirkby Lonsdale parish over the age of 18 subject to availability. The Council will also let Allotments Gardens to residents from neighbouring parishes for a maximum of one year, renewable, if there are no residents of Kirkby Lonsdale on the waiting list. A chronological waiting list will be kept.

**1.2** Allotment plots will be limited to one per household. However, Tenants who currently occupy a second plot will be asked to relinquish one from the end of the current 2012 season.

**1.3** The Council, acting through its Town Clerk, may determine that a resident shall not be determined a 'suitable tenant' if she/he has previously held an allotment, the tenancy of which was terminated as a result of non-payment of the rental or a failure to comply with any of the Allotment Rules.

#### **2. AGREEMENTS**

An agreement to let an Allotment Garden will be signed by the Town Clerk on behalf of Council.

#### **3. RENT**

The Annual rent shall be paid yearly in advance on or before 1<sup>st</sup> January (or as date on agreement for part years). Tenants joining part way through a year will have the charges reduced on a quarterly basis. Two half plots would be charged as one whole plot etc. The Council reserves the right to review the rents half yearly and increase the rent if it is beyond the Council's control i.e. ground rent from the Lessors. Any increase would be kept to that imposed on the Council

#### **4. OCCUPATION OF PLOTS**

The Tenant shall not sublet, assign, or part with the tenancy of the Allotment Garden.

#### **5. LAND LEASE**

The Tenant shall, as regards the Allotment Gardens, observe and perform all conditions and covenants contained in the Lease under which the Council holds the land. A copy of the said agreement shall be lodged with the Clerk of Kirkby Lonsdale Town Council and the Tenant shall have the right to examine and acquaint him/herself with the provisions contained therein. (A copy will be held at 24 Main Street, Kirkby Lonsdale, or be available to view on the KLTC website.)

#### **6. BUSINESS USE**

The Allotment Garden shall only be used for cultivation for private purposes and not as part of a commercial business.

#### **7. CONDITION OF PLOTS**

The Tenant shall keep the Allotment Gardens in a good state of cultivation, fertility and in good condition. Paths and parts of the Allotment Gardens temporarily uncultivated shall be kept trimmed or covered to prevent the spread of weeds, not to exceed four months.

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### 8. NOISE/NUISANCE

- 8.1 The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden or neighbouring properties. In particular, loud music is not allowed.
- 8.2 The Tenant must not obstruct any path set out by the Council for the use of other occupiers of the Allotment Gardens.

### 9. HEDGES

The Tenant shall keep any adjacent Allotment Garden's perimeter hedge or fence adjoining his/her plot in good order to the satisfaction of the Council. If a Tenant allows such boundaries to his/her plot to fall into bad repair the Council may, after due notice being given to the Tenant, effect the repairs and recover the cost as rent in arrears of payment from the Tenant in default of this regulation.

### 10. TREES

The Tenant shall not, without written consent of the Council, keep any tree exceeding 1.5m in height on his/her Allotment Garden.

### 11. BUILDINGS AND FENCES

- 11.1 The Tenant shall not erect any building, temporary or permanent, without written consent from the Council. The Lessors give permission for the erection of one shed or greenhouse and/or one poly-tunnel on each large or small pot (maximum shed/greenhouse size 6'x 4') on condition that the Tenant conforms with such requirements and that the Tenant shall keep the buildings in good repair. The siting of any new/replacement structure must be wholly within the boundary of the plot (large or small) and allow access for the maintenance of the structure without infringement onto any adjoining plot or pathway. Water butts and/or compost bins must not obstruct any pathway or infringe upon any neighbouring plots (8.2). Buildings must not be placed on a permanent base. All buildings shall be of a design to be approved by the Council (a sketch showing the proposed position of the structure should be included with any application to erect a building) and may be used only for storing tools, implements, produce and fertilisers. Large buildings and large poly-tunnels are not permitted.
- 11.2 The Tenant shall not permit the use of any shed, greenhouse, building or other erection as sleeping accommodation or for residential purpose.
- 11.3 The Tenant shall not erect fencing around his/her Allotment Garden, nor use barbed or razor wire in any circumstances on or around the plot.
- 11.4 *It is the responsibility of the Tenant, upon vacating his/her Allotment plot, to remove any previously permitted shed, greenhouse, or other structures unless agreement has been reached with both the Council and the incoming Tenant for such structures to remain in situ. It is the responsibility of the vacating Tenant to reach an agreement or to remove the shed/greenhouse before vacating the plot. Failure to do so will result in the Council being free to remove the structure after 14 days and seek reimbursement of any costs incurred (The new Tenant should be under no obligation to take over an existing structure.*

### 12. MATERIALS ON ALLOTMENTS

- 12.1 The Tenant must not use the allotment gardens for disposal of any type of rubbish. Small amounts of compostable garden material can be brought in but must be contained in a suitable dedicated composting bin which is maintained to prevent vermin, and must not exceed 1.5 sq metres.
- 12.2 Tenants who already use rubber tyres are asked to consider removal and are advised that existing tyres are only to be used as plant containers and/or to hold down ground cover. No additional tyres are to be brought into the Allotment Gardens.
- 12.3 The laying of large areas of materials such as stone is not allowed by The Lessors.

### **13. CHEMICALS.**

*The Tenant shall not use any weed-killers which are not for domestic garden use, including any for paths and drives, nor any which do not become de-activated on touching the soil. Should the use of any proprietary weed suppressant or pesticide become essential, it must be applied by watering can ONLY and must NOT be allowed to contaminate any shared or adjacent plot. NO chemicals are permitted to be stored on site.*

### **14. BONFIRES**

No bonfires permitted, green waste should be composted as Para 12.1

### **15. WATER**

Water supply is via a stand pipe. Hose pipes, sprinklers or automatic water systems are not permitted. Water storage and safety: see para 17. Tenants will observe any water restrictions in force by the Water Authority.

### **16. LIVESTOCK**

No livestock to be kept on the Allotment. (Bees, subject to approval by the Council, being the only exception.)

Dogs are allowed in Allotment Gardens but must be kept on a lead, must be under proper control at all times and any excrement removed immediately.

### **17. SAFETY**

The Tenant shall keep any water container on his/her plot covered safely to prevent any accidental access.

### **18. INSPECTIONS**

Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Gardens. Random Inspections will be held at regular intervals throughout the year and the Council will advise individual Tenants of any matters of concern.

### **19. RIGHT TO END TENANCIES**

The Tenancy will terminate should the Council's Tenancy or Right of Occupation of the Allotment Gardens expire. The Tenancy of the Allotment Gardens shall cease upon the death of the Tenant, but his/her widow/widower/partner, with the consent of the Council, may be allowed to continue the tenancy for the remainder of the rental year, whereupon the surviving widow/widower/civil partner may apply for a new tenancy agreement. It may also be terminated for re-letting by the Council after one month's written notice if:

- i) the rent is in arrear for not less than 31 days; OR
- ii) the Tenant is not observing the conditions of this agreement affecting the Allotment Gardens or any other item or conditions of his/her tenancy; OR
- iii) The plot is not cultivated to the required standard within three months of commencement of tenancy; OR
- iv) The tenancy may be terminated by the Tenant by giving 31 days notice in writing; OR
- v) the Tenant has a bankruptcy order made against him or compounds with his creditors.

The Council reserves the right to end a tenancy when a Tenant leaves the Parish, should there be persons from the Parish of Kirkby Lonsdale requiring an Allotment, as detailed in para 1.1.

**THIS POLICY WILL BE REVIEWED ANNUALLY OR EARLIER SHOULD ANY NEW OR ADDITIONAL GOVERNMENT LEGISLATION COME INTO FORCE.**

