



## **Allotment Regulations**

**Adopted 19.4.21**

**Updated 16.8.21**

The following regulations will apply from 1<sup>st</sup> April 2021 unless subsequently amended by a resolution made by Berkeley Town Council on giving one months notice. It is assumed that if you continue with your allotment that you agree to the below regulations.

1. Any person requiring an allotment must contact the Council and their name will be added to a waiting list. Allocation of allotments will be at the Council's discretion but will normally be made on a first come first serve basis.
2. Plots are leased to tenants on an annual basis. Rents are due to be paid on 1st April each year.
3. Tenants are not to sub-let their plot or any part thereof but may share use with family or friend(s).
4. Tenants are to give one month's notice if vacating a plot.
5. Notice to terminate a tenancy, issued by the Council in writing, will normally be of at least one year's duration expiring on or after 29th September, or on or before 6th April, in any year with the exception of earlier termination under the terms of clauses 18 below.
6. On termination the tenant shall leave the plot clear of any debris and in good order. Sheds, greenhouses and any structure must be removed within one month of the notice of termination unless the incoming tenant agrees otherwise.
7. In addition to the requirement of structures being removed within one month of the notice of termination, the Council retain the right to review and approve/reject extensive building structures on allotment plots. In the case of structures found to be excessive, tenants will be required to remove them. The excessive nature will be decided on a case-by-case basis at the discretion of the council, but would likely include any structure of a more permanent nature (e.g. using concrete, steel or brick), making it more difficult to remove upon termination.
8. Tenants must cultivate the plot. All excessive weeds and seeded plants to be removed to prevent spread to adjacent allotments.
9. If a plot is left uncultivated by 1st July each year, without an acceptable reason, the tenant will be asked to vacate the plot. Any payment made in advance will be refunded for each full month remaining minus an administrative charge.

10. Tenants must not obstruct, or permit the obstruction, of any of the main cart roads which provides access to the allotments for emergency vehicles.
11. Vehicular access will only be allowed by permission of the Council. Means of access to the main gate can be obtained from the council office. Allotment holders who are registered blue badge holders are permitted to park on site.
12. All headlands and paths to be kept tidy and cut. Tenants are responsible for paths to the East (road side) and South (town side) of their plots. Paths must be maintained at their original widths.
13. Irrigation water is provided by the Council and paid for out of rental income. It is in everyone's interest to minimise consumption and save water. To achieve this, tenants are encouraged to take all reasonable steps to collect, store and use rainwater collected from polytunnels, sheds and greenhouse roofs.
14. All persons must keep strictly to paths. Each tenanted plot shall be considered private ground free from any interference from any person or domestic animal.
15. Children are welcome but must be supervised and not allowed to roam the allotment or cause interference with other tenants crops or equipment.
16. If you keep livestock eg. chickens, you are required to keep all feed in sealed containers. In addition, if keeping livestock you will be expected to provide some form of pest control. This is for the control of vermin and for the benefit of all allotment holders.
17. Tipping on the allotment of any waste is prohibited. When burning allotment waste, take care not to cause nuisance to residents and neighbouring allotment holders.
18. The Council cannot accept responsibility for loss or damage caused by wild animals or birds against which tenants will need to take their own precautions.
19. If thefts of produce or equipment take place the Council cannot accept liability for loss. Any such loss should be reported to the police. The Council will, however, endeavour to take reasonable steps to minimise theft and cooperate with tenants to identify the culprit(s).
20. The council reserves the right to issue a written notice of intention to terminate the tenancy with immediate effect for specific reasons, including but not limited to, consistent breach of these regulations, interference with other plots, abusive behaviour, thefts from other plots etc.
21. Tenants will be allowed to represent their case before termination becomes final.
22. Tenants will have a right to an appeal to an independent panel made up of three local Councillors who will not have been previously involved.

23. With the aim of minimising costs, communication will normally be by e-mail or other electronic means including, but not limited to, annual invoices and Council notices.
24. All information, such as e-mail addresses, will be held secure under the relevant Data Protection legislation. If tenants require communication by letter the Council may impose a charge to cover postage and administration.
25. It is the Councils intention that these rules will be interpreted fairly and consistently to ensure the smooth running of the allotments and for the benefit of all users. In the event of a disagreement on any issue that cannot be resolved amicably between the tenant and the Clerk to the Council the appeals procedure detailed in clause 20 will apply.