



TINTWISTLE PARISH COUNCIL

ALLOTMENT TENANTS' TERMS AND CONDITIONS AND CODE OF CONDUCT

1. Who is this agreement for?

This is the Tenancy Agreement for the use of any allotment managed by Tintwistle Parish Council on the Conduit Street, Manchester Road and Arnfield sites. All allotment sites are part of our village community and therefore should be used in a respectful manner. All Tenants must comply with all the clauses in this agreement.

2. Interpretation of terms

Throughout this document the expression 'the Council' means Tintwistle Parish Council.

3. Definition of persons eligible to be Tenants

Any person, who at the time of application to the Council for an allotment, is resident within the boundary of the Parish of Tintwistle.

4. Terms and Conditions and Code of Conduct

All allotment Tenants shall observe the following:

- 4.1 All Tenants and their visitors should respect other Tenants' privacy and a right to peace and quiet whilst on their plot.
- 4.2 The Tenant shall preserve their allotment boundaries unaltered.
- 4.3 No Tenant can sublet any part of their plot, but they can partner share. A partner is defined as one other named individual who may assist the lead tenant in tending to their plot. The Parish Clerk must be notified of the tenant's named partner in writing. If the named Tenant gives up their plot or moves out of the Parish Council area, the enlisted partner has no rights over that plot and the plot shall become vacant.
- 4.4 The Tenant shall keep their allotment clean and tidy and in a good state of cultivation and fertility, ensuring that cultivation takes place on at least 30% of the plot.
- 4.5 The Tenant must only use the allotment for the cultivation of fruit, flowers, vegetables, and the keeping of chickens, ducks, geese, or other fowl.
- 4.6 No more than 50 birds may be kept on a Tenant's allotment. More than 50 birds must be registered with the Department for Farming and Rural Affairs (DEFRA) because, under DEFRA rules, more than 50 birds are defined as a business and therefore must be managed according to DEFRA rules. Exceeding this number breaks the agreement of the Tenancy with the Council. The Tenant must keep their fowl in good health, inspecting stock on a regular basis. If necessary professional help should be sought if a bird is in poor health.
- 4.7 A Tenant must not, on any account, cause a nuisance or annoyance to any other Tenant, or any member of the Council by any action or behaviour. If a Tenant

has a grievance or wishes to report another Tenant, who they believe is in violation of their tenancy, they should contact a member of the Allotment Committee or the Clerk to the Council. In the event of a dispute that cannot be resolved by the parties involved, the Tenant's point of view and/or that of the person affected by the behaviour, must be sent to the Council in writing/email and then put on the Council agenda for resolution. The dispute is then discussed by the Council at the monthly Council meeting, and a resolution sent in writing/email to the two parties.

- 4.8 Allotment waste must not be left on site paths or roadways.
- 4.9 Written permission from the Council should be sought for the removal of materials, gravel, soil, sand, or clay from a Tenant's allotment.
- 4.10 The Tenant must not, under any circumstances, bring any waste to their allotment for disposal. This constitutes a criminal offence and is liable for prosecution under the Environmental Protection Act 1990.
- 4.11 The Tenant is responsible for the cutting of grass and weeding around the perimeter of their allotment. Paths should be kept tidy and free from obstruction, so that other Tenants can access their plots easily.
- 4.12 The Tenant must keep any hedge that forms a part of their allotment cut and trimmed and keep any fence in good condition.
- 4.13 The Tenant shall not erect any wire or other fence adjoining the allotment without the consent of the Council in writing. Barbed wire is not permitted on any allotment.
- 4.14 Written permission from the Council must be sought if the Tenant wishes to cut down any tree on their allotment.
- 4.15 The Tenant is responsible for managing the pruning and trimming of any trees on their allotment.
- 4.16 The Tenant must not erect any sheds on their allotment without the written consent of the Council. The Council must approve the size, with no such construction exceeding 10 ft by 6 ft. All buildings must be maintained in good repair and only painted green or brown.
- 4.17 The Tenant cannot use any shed, greenhouse, building or other erection as sleeping accommodation or for residential purposes.
- 4.18 Any person allowing a dog on or around the allotment sites is responsible for picking up any dog waste caused by the animal in their charge and placing it in the bins provided on site. Failing to do so will result in a fine for illegal dog fouling, and permission withdrawn for having a dog on or around the site.
- 4.19 The Tenant shall not remove any plants or crops from any other allotment without that Tenant's permission.
- 4.20 Tenants cannot remove any crop or materials from any vacant plot without first gaining permission from the former plot holder.
- 4.21 The Tenant shall not obstruct the free flow of surface water in any trench or cutting abutting on or adjoining their allotment, whether such water is from their own or any other allotment or allotments.
- 4.22 The Tenant shall not erect, display, or exhibit any advertisement board upon any allotment. The only exception is for an official notice board to supply information to Tenants or the public.
- 4.23 The Tenant, or any other person passing through any allotment site, shall close any gates after entering or leaving and where locks are provided, lock securely.
- 4.24 Bonfires are permitted, preferably in the autumn. However, NO household rubbish or any toxic waste can be burned. Always burn dry not wet materials. Tenants must only light fires at the end of the day and avoid weekends and

Bank Holidays. Tenants should check wind direction, to ensure smoke does not affect neighbours or other Tenants. Never leave a fire unattended or leave it to smoulder. Have a bucket of water or sand nearby. Do not use engine oil or methylated spirits to light a fire.

- 4.25 The Tenant must not cause or permit any unsightly materials eg building materials, defunct fridges, freezers, lawnmowers, old tin baths and such like to accumulate on their allotment.
- 4.26 If a Tenant sees damage being done, they should not put themselves in danger by challenging the perpetrator. Take note of the age, height and gender of the person doing the damage. Take a photograph if possible. Report the incident to the Parish Council, the Police by dialling 111, or for actual damage or injury dial 999.
- 4.27 It is recognised that conserving wildlife flora and fauna is an important secondary function of allotments. Wildlife conservation features should be managed within the cultivated setting. An untended uncultivated area is not acceptable as a wildlife area. Rather construct hedgehog shelters and access, bug ‘hotels’, wild bee caves, bird boxes and feeders and wildflower patches.
- 4.28 The allotment is not a playground and therefore items such as trampolines, bouncy castles, swings and other play equipment are strictly prohibited.
- 4.29 If the tenant wishes to keep bees on their allotment, written permission must be sought from the Parish Council and it is the tenants responsibility to ensure their insurance covers bee keeping.
- 4.30 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on an allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Report incidents of theft and vandalism to the Council and the Police.
- 4.31 The Council accepts no responsibility for any harm or injury that may befall any Tenant, co-worker, family member, friend or authorised or unauthorised person that enters the allotment site and plots.
- 4.32 The Council has taken out public liability insurance for the responsibilities of Tintwistle Parish Council, however, tenants are advised to take their own public liability insurance to cover their own responsibilities.

5. Allotment Rents

The allotment rent must be paid in advance on the first day of October in each year, unless otherwise agreed in writing. Payment is made to the Clerk of Council, preferably by bank transfer (see details below). Allotment rents are set by the Council and are reviewed every year. The Council have the right to increase the rent for allotments at the beginning of a season. If the tenant does not pay the new rent, their allotment agreement will be automatically ended at the end of that year. The Tenant shall inform the Council in writing/email if they cease to reside within the Tintwistle Parish Council boundary, at which point their allotment agreement is terminated and the allotment must be vacated.

6. Power to Inspect Allotments

The Allotment Committee shall carry out inspections of all allotments at least twice a year, having given the appropriate notice of inspection to the allotment holders. After which, a full account of their findings and recommendations must be reported to the

Parish Council for their consideration and ratification. Tenants will be notified in writing/email within 30 days of the Council's decision if their allotment is not up to standard.

7. Swapping Allotments

Any Tenant may, by mutual agreement, swap their allotment with another Tenant. This must be put in writing by both parties to the Clerk of Council. Once the Clerk agrees by letter/email to the swap, the swap can take place.

8. Termination of Tenancy of an Allotment

In the event of permanent incapacity, or upon death of a Tenant, the Tenancy of an allotment shall terminate on the annual rent day of that year; wherever possible, family members should advise the Council in writing if they wish to continue or terminate the tenancy. Each case of tenancy succession will be considered individually.

The Tenancy can also be terminated by the Council if:

- The allotment rent is in arrears for more than 30 days
- The Tenant does not comply with the Terms and Conditions and Code of Conduct as above
- The Allotment is not cultivated to an acceptable standard in the "initial period" of 3 months after commencement of the Tenancy
- After the "initial period" the Allotment is not continuously maintained and cultivated as per the requirements in these Terms and Conditions

If a Tenant lodges an appeal because of mitigating circumstances, this should be done within a month of the Council notice. The appellant should set out their reasons. The appeal will be considered by the Allotment Committee who will bring their decision for ratification by the full Council.

9. Serving of Notices

The Clerk of Council can serve notice on a Tenant in the following ways:

- In writing/email at the Tenant's last known address/email address
- In posting to the Tenant at their address
- By fixing the notice in a conspicuous manner on the allotment

Useful Contacts

Clerk to the Council

Charlotte Strickland

tpcounciloffices@aol.com

Mb 07726 272271

Address: Tintwistle Parish Council, Council Offices, Sexton Street, Tintwistle SK13 1JN

Chair of the Allotment Working Party

Cllr Allan Dyer

dyer.a@tintwistleparishcouncil.org.uk

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Members of the Allotment Working Party

Cllr Shaun Grace

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Cllr David Buddell

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07739 915340

TAGA Representative Phil Jones

philip8848jones@gmail.com

07745 536653

Tameside and Glossop RSPCA

office@rspca-tameside-glossop.org.uk

07954 122481

Derbyshire Wildlife Trust

www.derbyshirewildlifetrust.org.uk

01773 881188

Bank Details

Unity Trust Bank

Tintwistle Parish Council

Sort Code: 60:83:01

Account Code: 20462275

Tintwistle Parish Council - Adopted in July 2023, Amended in: August 2023