HUNDLEBY PARISH COUNCIL

ALLOTMENT GARDEN POLICY

Last Review: 6/7/2026
Next Review: 7/28

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1. INTRODUCTION

a. This policy addresses how the Allotments, Main Road, Hundleby, should be maintained and tenants' responsibilities.

b. This policy is made pursuant to the Allotment Acts 1908, 1922, 1950 and 1980.

c. This policy replaces any existing rules and regulations and Hundleby Council ("the Council") reserves the right from time to time to revise or update these rules and conditions and to send to the tenant a copy of the revised or updated rules which will then replace these rules and conditions.

d. Tenants shall observe and comply with all statutory provisions relating to allotments and also the rules, regulations and policies, published from time to time by the Council of which the tenant will be notified.

e. One allotment per household permitted.

2. NEW TENANTS

a. A new tenant will cultivate the allotment to an agreed acceptable standard within the first three months (or length of time agreed between the Council and the tenant) of tenancy and thereafter will comply with the rules of the site.
b. By signing the tenancy agreement, the tenant of an allotment agrees to observe all the rules and conditions set out below.

3. **RENT**

a. The Council reserves the right to amend the amount of rent payable. If they do so, then the Council will give 28 days' notice of the amount of the increased rent.

b. If the tenant does not pay the rent on time, then the Council will end the tenancy in accordance with point 11 in the Tenancy Agreement.

4. **SECURITY**

a. Only the tenant, or a person authorised or accompanied by the tenant, is allowed on site.

b. The Council has the right to refuse admittance to any person other than the tenant to the allotment site.

c. In the interest of security, it is inadvisable to leave expensive tools and equipment in sheds overnight.

d. The gate to be closed at all times and locked upon leaving site.

e. The Council will not be held responsible for any thefts. Any thefts or damages to property should be reported to the police either via 999 for serious emergencies or 101 to report the matter locally. If anonymity is required, contact Crimestoppers UK on 0800 555 111.

5. **USE OF LAND**

a. The land shall be used as an allotment and for no other purpose.

b. The tenant must use the allotment for his or her own personal use and not carry out any trade or business or sell produce from the allotment.

c. The tenant is responsible for the health and safety of all persons within the allotment site.

d. Tenants must comply with all reasonable or legitimate directions given by an Officer of the Council, or representative in relation to an allotment or site.

e. No overnight stays or use of any buildings for residential accommodation is permitted.

f. Tenants must not bring on to the site or store items other than for horticultural use.

g. Tenants shall not use the allotment for any illegal, immoral or anti-social activity.

h. There is no vehicular right of access to the Allotment Gardens.

6. **CULTIVATION**

a. The tenant shall keep the allotment clean, cultivated and fertile, maintaining it in a good, tidy condition.

b. If a plot appears to be uncultivated, the Council reserves the right to cut down all weed growth and charge the tenant.

c. The tenant shall not obstruct or reduce any path set out by the Council for the use of the occupiers of the allotment.

d. If the allotment is persistently uncultivated, following 2 reminder letters (1st with 4 weeks to respond, 2nd with 2 weeks to respond) from the Council. The council has the right to evict the tenant following an eviction notice in writing.

e. In the event of evicting a tenant as a result of a persistently uncultivated allotment and 2 unanswered reminder letters, the Council reserves the right to charge the tenant the costs of restoring the allotment to a good condition.

7. TREES

a. The tenant must not cut, lop or interfere with any trees on the allotment without the prior consent of the Council.

b. The tenant shall not plant trees or bushes other than fruit bushes. These must be planted away from paths to ensure they do not shade or allow roots to grow under neighbouring plots.

c. The tenant shall not allow self-seeded trees to grow on the allotment (especially any growing through a perimeter fence).

8. PLOT MARKER

a. Each allotment will be marked with a plot marker provided by the Council. These are the property of the Council.

9. NUISANCE

a. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or occupiers of nearby houses.

b. The tenant shall not enter, take or remove any plants or crops from, other allotments, or block or obstruct the main tracks on the site.

c. Abusive, aggressive or threatening behaviour towards the Council's representatives or any adjoining owners or occupiers of the allotments or any neighbouring land or property will not be tolerated.

10. CHEMICALS

a. The tenant shall not take onto the allotments any illegal chemicals or any poisons or chemicals that may be a danger to animals or birds or which may contaminate underground water in the vicinity.

b. The tenant shall, where possible, avoid the use of chemicals for the control of weeds, insects and slugs. If used, then they shall be used in strict accordance with the manufacturer's instructions.

c. Any chemical used on the allotment must be stored in a secure locked environment.

11. HEDGES, FENCES, PATHS AND GATES

a. The tenant shall not put up any fence, gate or hedge within the site unless authorised by the Council.

b. The tenant shall ensure that paths are kept clean around their own plots by cutting grass between the plots and keeping them free from weeds and the accumulation of waste.

c. The tenant shall keep shared paths clear of obstructions at all times.

d. The tenant shall not extend the allotment into any shared path which shall be kept wide enough for easy pedestrian and wheelbarrow access to neighbouring allotments.

e. If the allotment extends into an area that, but for the extension, would have been a shared path, then the path shall be re-created if required by the Council.

f. The tenant shall ensure each hedge that forms part of the allotment plot is properly cut and trimmed.

12. BUILDINGS

a. Only buildings, poly tunnels and glasshouses authorised by the Council are allowed.

b. Any buildings put up on the allotment must be removed by the tenancy termination date.

13. ANIMALS

a. No animals or bees shall be kept on the allotment.

14. CHANGE OF ADDRESS OR PERSONAL DETAILS

a. The tenant must inform the Council within 28 days of any change of address or other details. Proof of residency will be required.

15. DISPUTES

a. In the case of a dispute between the tenants of any allotment on the site, the matter will be referred to the Council, whose decision is final.

16. POWER TO INSPECT

a. The Council, or its appointed officer, is entitled to inspect any allotment without prior notice.

17. DUTY OF CARE

a. The tenant shall take care when using strimmers, rotavators, grass cutting machines and other mechanical or powered equipment so as not to cause injury or harm to others.

18. CAMPING STOVES

a. Small butane or propane gas camping stoves may be used on site. After each use, the gas must be turned off at the bottle. For security reasons, gas bottles must not be kept on site.
b. It is an offence to emit excessive smoke, any fumes or gases.

19. BONFIRES

a. Bonfires can cause a number of issues including air pollution, health and safety risks and annoyance to residents in the surrounding area.

b. The Council discourages, but does not forbid, bonfires on allotment sites. A bonfire is only recommended if it is absolutely necessary. The tenant is encouraged to compost rather than burn, or to dispose of materials by using a local reclamation site.

c. Under the Environmental Protection Act 1990, the tenant must conform to the following requirements:

i. Bonfires must be fully extinguished before leaving the site.

ii. Only burn when suitable weather conditions permit to avoid causing a nuisance.

iii. Only burn organic matter and dry vegetable matter that has been produced on the plot - do not bring waste from outside the site to burn.

iv. Do not burn material from other plots.

v. Do not set fire to massive piles of material. Start with a small stack and add further materials in stages.

vi. Plastics, rubber, carpet, roofing felt and other non-garden waste material must not be burnt.

vii. In the event of a reasonable complaint from another tenant or member of the public, regarding a nuisance being caused by the bonfire, the fire must be extinguished immediately.

Do not under any circumstances, burn the following:

i. Wet, damp or moist garden materials.

ii. Home waste such as cardboard, wood, newspaper, packaging, garden waste.

iii. Plastics/rubber or any materials which will give off black or noxious fumes.

iv. Any inflammable substance such as petrol, diesel, paraffin or methylated spirits or similar in order to start the bonfire.