



Stamford  
*Town Council*

**Allotment**  
**Rules and Regulations**  
**2023-2024 Season**

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## ALLOTMENT POLICY

This policy applies to all allotments sites operated by Stamford Town Council. It is the responsibility of the Amenities Committee to manage the allotment sites on behalf of Stamford Town Council

Other allotment sites within the Parish are owned are in private ownership. This policy does not apply to these sites.

### AIMS OF POLICY

- To improve the quality of the allotment environment for plot holders, neighbours, and residents
- To address long waiting lists and the high demand for allotment plots
- To ensure that the allotments service is totally funded by those who use the service
- To uphold the Council's Environmental Policy

### BACKGROUND

Stamford Town Council has 271 plots available for rental at 6 sites. Allotments have become very popular for the healthy lifestyle and community benefits they provide. The demand for allotment plots has however resulted in waiting lists particularly in areas where there are fewer plots.

Local Authorities have a legal obligation to provide sufficient allotments to meet demand under the Small Holdings and Allotment Act 1908. It is however the responsibility of a Town Council to provide allotments within its boundary in line with the Local Government Act 1972. Statutory allotments are those where the land was originally acquired specifically for this purpose. The Allotment Act 1925 stipulates that the sale or disposal of statutory allotments requires the consent of the Secretary of State. All other allotments are temporary but can be re-designated as statutory if required.

## RULES AND REGULATIONS

### 1. TERMS AND INTERPRETATION

In these rules the words used are to have the following meaning:

- 1.1 Allotment: A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops.
- 1.2 The council: Stamford Town Council.
- 1.3 Tenant: A person who holds an agreement for the tenancy of an allotment.
- 1.4 Co-worker: A person or persons identified in a co-worker agreement who help a tenant cultivate an allotment plot. Refer to appendix for further information.
- 1.5 Site: Any area of allotments that are grouped together at one location
- 1.6 Rent: The annual rent payable for the tenancy of an allotment.
- 1.7 Review notice: Any notice of reviewed rental charges.
- 1.8 Site representative: An allotment tenant who works as a middle person between the council and the tenants and helps oversee the allotment.
- 1.9 Tenancy agreement: A legally binding written document which records the terms and conditions of letting, of a particular allotment(s), to an individual tenant or group.

- 1.10 Roadway: A common route within the site for vehicular and pedestrian access to allotments.
- 1.11 Headland: The area of land between an allotment plot and any roadway or perimeter fence.
- 1.12 Authorised officer: A member of staff of Stamford Town Council.
- 1.13 Other authorised persons: The tenant, co-worker or invited guest, site representative, STC Councillor.
- 1.14 Cultivation: Keeping the plot in good productive order by the maintenance and improvement of soil; the control and prevention of flowering weeds, ornamental plants, and herb, flower, fruit and vegetable crops.
- 1.15 Paths: Dividing paths between allotments.
- 1.16 The non-cultivated leisure area: Small area (no larger than 25% of plot) of grass, patio or built structures, for pastimes, eating and/or relaxing.
- 1.17 Gender, persons and number: Words importing one gender includes all other genders; the singular includes the plural and vice versa; and reference to a person includes a company or other corporate body.

## **2. THE COUNCIL'S RESPONSIBILITIES**

- 2.1 Administration: Keeping waiting lists, letting plots, rent collection, terminations, and enforcement of rules.
- 2.2 Repairs and Maintenance: Repairs to site perimeter fences, gates, and water infrastructure; maintenance of roadways; vacant plot management; exterior hedges and tree management.
- 2.3 Rubbish clearance: To remove rubbish which has been fly-tipped.
- 2.4 Liability: The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants, or contents on allotment.

## **3. TENANT'S RESPONSIBILITIES**

- 3.1. An obligation on the tenant is to not allow breaches of the Rules and Regulation or Tenancy Agreement, which includes an obligation not to cause them or allow them to be done by anyone else.
- 3.2. The Tenant must notify the Council if they are away for extended periods to ensure the Council is aware that the cultivation of the allotment might deteriorate.

## **4. CHANGE OF ADDRESS**

- 4.1 The tenant must notify the Council straight away if they change their address or other contact details such as email or phone number.
- 4.2 If a tenant moves to an address outside of the boundary of the parish of Stamford, they will have their rent adjusted to the fee applicable for tenants outside of parish. This rule excludes existing tenants prior to October 2018.
- 4.3 Emergency contact details of the appointed representative/relative will be retained for the purposes of communication in the event of an emergency.

- 4.4 Written information for the council should be sent to: Stamford Town Council, Town Hall, St Marys Hill, Stamford, PE9 2DR.

## **5. APPLICATION**

- 5.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.
- 5.2 In the event of a plot not being available a waiting list is strictly maintained by the Town Council.

## **6. ALLOCATION OF VACANT ALLOTMENTS**

- 6.1 The Council allocates vacant allotments only to people on the Council's waiting list.
- 6.2 The Council will allocate allotments to the next person on the waiting list, and co-worker wishing to take over an allotment must be also on the waiting list.

## **7. COMMUNITY GROUP PLOTS**

- 7.1 The Council permits community groups, charity organisations to take on the tenancy of a plot or can be many individual plots on an allotment site.
- 7.2 Community group plots are subject to the same rules as individual tenants with the only difference that there is a main point of contact who serves as a co-ordinator. If for whatever reason this role is vacated, the responsibility lies with the present holder to appoint a new main point of contact otherwise the community tenancy would be up for review with the possibility of termination.

## **8. RENT**

- 8.1 The tenant must pay the invoiced rent within 40 days of the due date.
- 8.2 The tenancy is a yearly tenancy beginning on 1 October in the year specified in the tenancy agreement. The rent year runs from the 1<sup>st</sup> of October to 30<sup>th</sup> of September of the following year.
- 8.3 The Tenant may not deduct anything from their rent or set off any other payments against it unless the law allows to.
- 8.4 A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable unless the plot is surrendered within the initial 3-month probationary period.
- 8.5 New tenants will be responsible for recording initial plot condition by taking photographs of the plot at the time of accepting tenancy.
- 8.6 Rent may increase at any time provided the council takes reasonable steps to give at least six-months' notice by way of signs on notice boards and gates, or by letters etc. Failure to give notice to any individual tenant will not invalidate the tenants rent increase.
- 8.7 The tenant will be charged for water and waste at a per square metre rate.

- 8.8 The rental charges will be charged at full price from 1st October to 31st March annually. Half annual rental price applicable from 1st April to 30th September. The deposit and water charges will remain at full price throughout the season.
- 8.9 Within the first three months the tenant is within a probationary period. If the tenant chooses to return the allotment to the council during this period, the tenant will have rental returned minus a £20.00 administration fee. If the tenant undertakes no significant work (no less than 40% cultivation) on the plot within the first three months of receiving the plot, then the tenancy will be terminated, and the plot returned to council for re-letting.
- 8.10 Allotments will only be offered rent free, for the first season only, when the waiting list has been exhausted and no one is willing to take on plots in an excessively overgrown condition, with the Council's approval. The annual rental charge for the following season beginning in October will be applicable.

## **9. GRACE PERIODS**

- 9.1. If the Tenant signs a tenancy agreement after September 1st, their rental will not commence until the 1st of October, but cultivation may start immediately.
- 9.2. If the Tenant gives notice to quit/surrender their plot before the 30th of November, then the October invoice is to be cancelled in full. If the customer gives notice to quit/surrender their plot after the 30th of November, then the October invoice is to be paid in full

## **10. DEPOSITS**

- 10.1 The Council holds the £50 deposit per plot as security against any loss caused to the Council by the tenant's breach of these rules or the terms of the tenancy agreement
- 10.2 Following termination notice the Council will inspect the site, the recommendation of return or retaining of the deposit will be approved at the next Amenities Committee meeting held and notification will be sent regarding the outcome.
- 10.3 After the Council have deducted any amount necessary to compensate the Council for the tenant's breach, the Council will approve the return of deposit and pay you the balance without interest, after the next full Council meeting, being the required transfer details are received prior to 17<sup>th</sup> of the month otherwise payment will be made the following month.

## **11. ASSIGNMENT, SUB-LETTING & CO-WORKING**

- 11.1 The tenancy of an allotment is personal to the tenant named in the agreement.
- 11.2 Except with the Council's written consent the tenant may not assign, sublet or part with possession or control of all or any part of their allotment. But while you are on holiday or ill for short periods, you can authorise someone else to look after the allotment for you
- 11.3 The tenant may share cultivation by registering a co-worker. Co-workers must sign an agreement, countersigned by the tenant and sent to the council. For further information on co-workers refer to supplementary guidance notes.
- 11.4 Co-workers will only be considered to take on an allotment where the main tenant has relinquished their tenancy and they have been registered as co-worker for at least two-year and/or as long as the person at the top of the waiting list.

## **12. OBSERVANCE OF RULES**

- 12.1 Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions).
- 12.2 Rules will be posted online on the council website [www.stamfordtowncouncil.gov.uk](http://www.stamfordtowncouncil.gov.uk) or sent with rent invoices/new tenancy agreements. Failure to observe rules will lead to tenants being put on notice and possible tenancy termination. In certain extreme instances a breach of site rules can lead to immediate termination of tenancy.
- 12.3 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.

## **13. PLOT NUMBERING, PLOT SPLITTING, NOTICE BOARDS**

- 13.1 Tenants must mark the allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be visible from the roadway or main access path.
- 13.2 Where plots do not have numbers clearly on display the council reserves the right to paint numbers on sheds, water butts or fencing. Plots without suitable numbering are in breach of tenancy and can be put on notice by the allotment officer.
- 13.3 If the council agree or decide that an allotment plot is suitable for dividing into two half plots, then the tenant is responsible for marking the boundary line with a minimum of two posts (do not put posts over water supply pipes) or by some other safe and visible method.
- 13.4 Council information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the allotment officer.

## **14. PLOT USE AND STORAGE**

- 14.1 Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it. Tenants may not use their allotment as a place of residence and/or sleep overnight.
- 14.2 The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit, and vegetable crops.
- 14.3 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots, and netting for seasonal use.
- 14.4 Construction materials, paving and timber for infrastructure work must be used within 12 months.
- 14.5 Quantities in excess of the above will be regarded as unacceptable and the tenant ordered to remove them. Failure to do so will result in the materials being removed by the council, the tenant charged with the cost and notice of termination given.

## **15. CULTIVATION AND WEED CONTROL**

- 15.1 The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig or mulch, or prune and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area.

- 15.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains un-cropped or un-planted during any one year will be considered as non-cultivated. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe, and free from flowering weeds.
- 15.3 Allotments that have areas that are not suitable for production - such as heavily shaded areas, excessively sloping land or impoverished or polluted soils - may be allowed extended lawn and wildflower conservation areas. Extended grass areas must be agreed in writing with a council officer.
- 15.4 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on inspection or as the result of complaints, if the Council feels that the plot is not being cultivated in line with the Rules and Regulations the tenant will be sent a warning notice letter stating the issues and gives the tenant an opportunity to explain their circumstances. A further inspection will be carried out up to 8 weeks after the notice period has expired, and if there are no improvements in cultivation a notice of termination will be sent.

## **16. TREES AND INVASIVE PLANTS**

- 16.1 Tenants must not, without consent of the Council allotment officer, plant any trees.
- 16.2 Fruit trees are permitted but will normally be included within the 25% of non-cultivated area and must be on dwarf rooting stock and grow no higher than 2 metres in height. Where fruit trees are planted outside of the 25% non-cultivated leisure area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.
- 16.3 Tenants are responsible for removal of self-set trees which should not be allowed to grow to establishment.
- 16.4 The council reserves the right to enter any plot, with or without the consent of the tenant, to remove oversized trees and as well as cut down excessive and seeding weed growth or overgrown grass. If the removed vegetation has been planted by the tenant, then removal costs will be charged to the tenant. Failure to pay for removal costs will result in tenancy termination.
- 16.5 Invasive plants such as Bamboo, all types of willow and conifers (including Christmas trees) are not permitted to be planted by the tenant. If the invasive plants are not removed by the tenant, then the tenancy will be terminated, and plants removed at cost to the tenant.

## **17. HEDGES, FENCES AND PONDS**

- 17.1 Tenants are not permitted to install hedges or fences without written consent of the Council.
- 17.2 Tenants are responsible for maintaining any hedge or fences on or abutting their plot. They should be kept to a maximum height of 1.5metres (5ft) and the sides shall be trimmed at least once per year so as not to obstruct pedestrian or vehicular access.
- 17.3 Where hedges abut a perimeter boundary road the council is responsible for maintaining the outside elevation and topmost.
- 17.4 Hedges should not be cut back during the bird nesting season, which runs from 1st March - 1st September.
- 17.5 The Tennant must keep all your boundaries with adjacent properties clear of waste and debris.



- 17.6 No conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.
- 17.7 It is an offence to attach or hang any materials to any council fencing.
- 17.8 The maximum surface area for a pond is 1.5 metres square and will be no deeper than 60cm. The pond area will be included as part of the non-cultivated area.
- 17.9 Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material. All ponds should be sited at least 2 metres distance from any roadway or path. Tenants are advised to provide secure fencing or cover to prevent drowning.
- 17.10 The use of sunken baths as ponds or for water storage is not permitted on safety grounds. Baths being brought onto the allotment space by an existing tenant will be seen as unwanted waste and will result in a tenant being put on notice.

## **18. WATER**

- 18.1 Tenants as far as possible, must conserve water. Tenants must cover water butts and consider mulching as a water conservation practice
- 18.2 Tenants must consider other allotment holders when they take water from the water points the Council have provided.
- 18.3 Tenants must not use any powered or manual water pump in the water troughs provided to water their plots, buckets or watering cans are only to be used.
- 18.4 Tenants should stick to the following guidelines:  
(a) water in the evening to reduce water loss by evaporation  
(b) collect and store rainwater where you can  
(c) mulch to retain moisture  
(d) report leaks to the Council straight away
- 18.5 Sprinklers are prohibited. Hose pipes may be used to water directly if handheld with a trigger hose. This is to prevent hoses being left running unattended causing water wastage.
- 18.6 All tenant's hoses must be disconnected from the taps after use. This will reduce the risk of contamination from backflow should a check valve fail to operate.
- 18.7 No water fittings shall be replaced without the Town Council's approval, in line with Anglian Water's specifications. No taps or hoses should be replaced/used without ensuring they are of an acceptable type or standard.
- 18.8 Allotment holder's failure to comply with these rules will result in Anglian Water cutting off the water supply to that whole site. The whole site will then be responsible for any fines that Anglian Water impose because of the allotment tenant's failure to comply with the rules. If tenants infringe these rules they will result in an instant notice & may lead to tenancy termination.
- 18.9 Water supply is subject to season restrictions and hosepipe bans.
- 18.10 Any form of unattended mains connected irrigation - be it open hose flood irrigation or seep hose irrigation - is forbidden and will lead to notice of termination.
- 18.11 All standpipes, troughs, and water butts, beneath standpipes will be considered as a common resource to be shared with surrounding tenants.

- 18.12 All Stamford Town Council standpipes are fitted with taps which have a threaded nozzle as well as a double check valve as approved standard by Anglian Water board.

## **19. BONFIRES & OTHER RESTRICTIONS**

- 19.1 **Bonfires are only permitted in the designated bonfire areas which are managed by designated person(s). no other fires are permitted on site.**
- 19.2 **The bonfire areas to be managed by the designated person(s) with liaison with the Allotment Officer for scheduling burning of waste throughout the whole year.**
- 19.3 **Anyone holding a bonfire, incinerator fire or open fire on their plot will result in an instant notice & may lead to tenancy termination**
- 19.4 Only un-treated or un-painted woody waste, dried green waste from the allotment only is permitted to be left in the bonfire area. Any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited and will lead to immediate termination and referral for prosecution to any tenant caught leaving these items.
- 19.5 Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.
- 19.6 During burning bonfire areas must be attended at all times by the designated person(s) until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination.
- 19.7 All potentially toxic materials should be removed from the allotment site and disposed of in the relevant civic amenity site. Failure to remove said materials will lead to termination and recovery of removal costs.
- 19.8 The Council reserves the right to prohibit bonfires on a specific site.
- 19.9 Tenants may not remove any mineral, sand, gravel, earth, or clay from the allotment gardens without the written permission from the council.

## **20. MANURE, WASTE MATERIALS AND POLLUTANTS**

- 20.1 Tenants may keep manure or compost in quantities reasonably required for cultivation.
- 20.2 Tenants must not dump or store material which could not reasonably be used to help cultivate their allotment.
- 20.3 Tenants must not dump or store material next to a boundary with an adjacent property.
- 20.4 Tenants must not put anything in the hedges, ditches or dykes in or surrounding the allotment site.
- 20.5 Tenants must remove all non-compostable waste from their allotment.
- 20.6 Carpets and underlay must not be used on your allotment.

- 20.7 Waste regulations apply to materials brought on site by existing tenants. It is the responsibility of the new tenant to instruct the council to take away waste left on site within the first month of taking a plot. The new tenant may also gather photographic evidence of any potential polluting materials on site when they take on the plot.
- 20.8 Waste from external sources, including green waste, may not be deposited on the allotment or any other part of the site. Abuse will result in immediate tenancy termination and prosecution.
- 20.9 The bringing on site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution.
- 20.10 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on site of tyres, plastic or metal materials such as shelving, angle iron or bathtubs - as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a notice and possible termination.
- 20.11 The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow temporary concrete and brick footings will be allowed for a glass house.
- 20.12 The use of glass bottles for any form of construction or raised bed is forbidden and will result in a notice and possible termination.
- 20.13 All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned in an incinerator following the bonfires policy.
- 20.14 The Council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The tenant will be charged the full cost on each occasion that this occurs.
- 20.15 In the event that a tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on plot, and if the tenant does not clear such materials, then the council reserves the right to clear such materials and reclaim costs from the tenant.
- 20.16 If tenants witness someone illegally fly tipping rubbish onto allotment land, they should immediately contact the police via 101 & inform the allotment officer of the incident and incident number.
- 20.17 Any plastic items brought on to the allotment for use for planting, cane toppers etc must be removed and disposed of offsite once degradation has begun, not left on the plot to decompose and pollute the soil and allotment.

## **21. STRUCTURES**

- 21.1 Except with the Council's written consent, the tenants may not put up a building on the allotment. The Council's consent will be subject to specifications for the building and confirmation of approval will be issued in writing.
- 21.2 Sheds and sided structures shall be included within the 25% area allowed for non-cultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.

- 21.3 Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the council is not satisfied with the state of the structure the tenant must either repair, it to the council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the council may remove it and charge the tenant the full cost of removal and disposal.
- 21.4 Tenants may put up no more than two sheds and no more than two greenhouses (including poly-tunnels) on their plot. The council may approve more structures on community group allotments.
- 21.5 Glasshouses and poly-tunnels should cover no more than 20% of the allotment. Permission from the allotment officer is required for poly tunnels, sheds, greenhouses, with the size and layout agreed. Which shall not be installed until permission is granted.
- 21.6 Where a tenant is given a plot with a structure then the tenant should take photographs of structures to disprove liability if structures are seen to be unsafe.
- 21.7 Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos).
- 21.8 All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.
- 21.9 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes).
- 21.10 At the end of the tenancy, the Council will not compensate tenants for any structure they have put up. But tenants may dispose of it before they quit the allotment. Tenants must then leave the allotment clear and tidy to our satisfaction.
- 21.11 At the end of the tenancy, tenants must remove any structure they have put up, including a water butt. However, they may leave a structure or water butt if the Council have notified the tenant in advance that is reusable and can be left on the plot.

## **22. PATHS & ROADWAYS**

- 22.1 Access to your allotment will be solely via the main access gate. No access point will be permitted from back gardens or through any other point.
- 22.2 Paths within allotments must be kept free from flowering weeds and long overgrown grass that exceeds 15cm (over 6 inches high).
- 22.3 Shared paths between two allotments must be maintained and kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.
- 22.4 All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.
- 22.5 Where car parking or vehicle access is permitted on an allotment site, the tenant must ensure that all roadways have free access for other users.
- 22.6 Roadways must not be obstructed - or parked on - by vehicles. Roadways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block roadways may be barred from allotment sites.

## **23. DOGS, LIVESTOCK AND BEES**

- 23.1 Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times you must remove all excrement. Tenants who fail to keep dogs on leads will receive a notice.
- 23.2 Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have dogs barred from allotment sites.
- 23.3 The burial of any pets or animals on any allotment land is strictly forbidden and will result in termination.
- 23.4 The placing of beehives on an allotment is only permitted to registered Beekeepers who must obtain the Council's written permission and provide proof of registration with evidence that you have undertaken and passed a suitable training course.
- 23.5 No animals or livestock may be kept on or left overnight on allotment land.

## **24. VERMIN**

- 24.1 If tenants see evidence of vermin (such as rats) on or near their allotment, they must report it to the Council.
- 24.2 Tenants are responsible for dealing with any vermin such as Wasps, Rats, Mice by contacting a qualified pest control specialist.

## **25. FUEL AND OTHER INFLAMMABLE MATERIAL**

- 25.1 Fuel such as petrol and diesel must be stored off site.
- 25.2 Oil, lubricants or other inflammable liquids (except for fuel)
  - (a) must be for use in garden equipment only
  - (b) must be stored in a locked shed, and
  - (c) must be kept in an approved container of no more than 5 litres capacity

## **26. CHEMICALS**

- 26.1 To control pests, diseases or vegetation tenants may only use products usually available from garden or horticultural suppliers.
- 26.2 Application of these products must not be detrimental to the cultivation of allotments nearby, nor may it annoy nearby allotment holders.
- 26.3 Tenant use and storage of chemical products is subject to Government regulations.

## **27. SITE SAFETY, SECURITY AND DUTY OF CARE**

- 27.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.
- 27.2 No tenant must cause another tenant harassment, alarm, or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.

- 27.3 The allotments and site or any structures thereon may not be used for any illegal, immoral, or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 27.4 In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the council reserves the right to end the tenancy of both parties. The council reserves the right to consult with the site representative regarding any such disputes.
- 27.5 Tenants have a duty of care to everyone, including visitors, trespassers, and themselves.
- 27.6 Any structure or any other item considered hazardous should be removed after instruction from a council officer. Failure to do so will see the council remove the structure or item with costs charged to the tenant and may result in termination.
- 27.7 Storage of hazardous materials is prohibited such as petrol, car batteries, tyres. Usage hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your allotment, then please inform the allotment officer.
- 27.8 It is the responsibility of the allotment tenant to dispose of any asbestos found on plots of existing tenants prior to October 2021
- 27.9 Particular care should be taken when using strimmers, rotovators and other mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.
- 27.10 Tenants are to ensure that the use of mechanical/powered equipment is not used at unsociable hours.
- 27.11 Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.
- 27.12 Tenants may not bring, use, or allow the use of barbed or razor wire on the allotment any historic barbed wire on the plot must be accompanied by a barbed wire warning sign.
- 27.13 All tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.
- 27.14 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on 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. Tenants should report incidents of theft and vandalism to the police.

## **28. UNAUTHORIZED PERSONS**

- 28.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.
- 28.2 Tenants must not go on to another person's allotment without the express permission of the allotment holder.
- 28.3 If anyone is with you on the allotment (children, for example) tenants must not allow them to go on to another allotment without the express permission of the allotment holder.

- 28.4 Tenants must not remove produce from another allotment without the express consent of the allotment holder.
- 28.5 Tenants must not encroach on or cultivate a pathway. Pathways between adjoining plots must be left wide enough for wheelbarrows
- 28.6 The allotment officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.
- 28.7 The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.

## **29. VEHICLES, TENTS, AND CARAVANS**

- 29.1 Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.
- 29.2 Overnight erection of tents, yurts, and other temporary structures, as well as overnight camping, are not allowed on allotment land.
- 29.3 The site speed limit is 5 mph.

## **30. NOTICES**

- 30.1 Tenants can serve notices to the Council by completion **the Surrender of Tenancy** Form and posting it to the Town Hall or via email to [dtc@stamfordtowncouncil.gov.uk](mailto:dtc@stamfordtowncouncil.gov.uk)
- 30.2 The Council can serve notices on the tenant in any of the following ways.
- (a) By personal service (including email).
  - (b) By hand delivery or by recorded delivery post, in either case to your last address known to us.
  - (c) By fixing it conspicuously on the allotment
- 30.3 Notices served under paragraph 30.2 will be treated as properly served even if not received

## **31. TENANCY TERMINATION**

- 31.1 The council may terminate allotment tenancies in any of the following ways:
- a) By giving 12 months written notice to quit expiring at any time between 29 September to 6 April inclusive.
  - b) At any time after three calendar months written notice by the council that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions, or for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Council will consult tenants and arrange relocation and appropriate compensation.
  - c) By giving one month's written notice to quit if:
    - 1. The rent is in arrears for 40 days or more (whether formally demanded or not); or
    - 2. The tenant is in breach of any of these rules or of their tenancy agreement; or
    - 3. The tenant lives more than one mile outside Stamford. This rule excludes existing tenants prior to October 2018.
    - 4. Automatically on the death of the named tenant, (If the original tenancy ceases, co-

workers will only be considered to take on the allotment if they have been registered as co-worker for at least two years and / or for as long as the next person to be offered a plot on the waiting list)

- 31.2 The Council may enter the allotment and end the tenancy by forfeiture if—  
(a) the rent or any part of it is unpaid for at least 40 days, whether or not the council have legally demanded it, or  
(b) the tenant is in breach of any of these rules, or  
(c) the tenants become bankrupt or compound with their creditors
- 31.3 Forfeiture of the tenancy does not prevent the Council from claiming damages from the tenant for breach of these rules or from making appropriate deductions from the tenant's deposit.
- 31.4 When the tenancy comes to an end (however that happens)—  
(a) the tenant must give up the allotment to the Council in the clean and tidy state required by these rules, and  
(b) the tenant must hand the Council back any keys or other property they have made available to the tenant.
- 31.5 If the allotment is not left clean and tidy, the Council may charge the tenant for returning it to a satisfactory state
- 31.6 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. The council will remove & dispose of any such material not removed by the tenant. The full cost of removal & disposal shall be charged to the outgoing tenant.

## **32. THE COMPLAINTS PROCEDURE**

- 33.1 The council aims to provide a high quality of allotment service. If, however, you are unhappy with the service, please follow the Council's Complaint procedure.