

TALATON PARISH COUNCIL

Rules in respect of each *Allotment Garden (`Allotment`) (subject to a completed Allotment Tenancy Agreement) situated on land to the northwest of Riverwood Farm, Talaton. Exeter EX5 2RU

The rules apply to each Allotment. They will apply to all existing plot holders and also new holders. They will replace all rules previously issued.

If there is a joint tenancy the Principal Tenant and Secondary Tenant will be referred to as `the Tenant` and the obligations on such persons shall be joint and several

Talaton Parish Council (`the Council`) holds the land (`the Allotment Site`) by virtue of a lease dated 28th November 2023 (`the Lease`) and made between Mr Mark Nicholas Tucker and Mrs Annette Ruth Tucker (`the Landowners`) (1) and the Council (2). The lease expires on 30th November 2030

1. The Tenant will:

a) pay

- the annual rent to the Council in advance on or before 1st December each year (the first payment to be made on the signing of the Tenancy Agreement (`the Agreement`) . If an Agreement is granted part way through the year, the Tenant will pay a proportionate part of the rental for the first year only. The annual rent will be subject to review from time to time. A Principal Tenant will be held responsible for all payments and correspondence relating to the Allotment
- an administration fee to the Council on the setting up of his/her allotment tenancy agreement
- pay (if so demanded by the Council) a contribution towards any services (including water) provided by the Council now or in the future for the benefit of the Allotment

b) use the Allotment as an *allotment garden and not for commercial purposes (with the exception of any surplus produce being permitted to be sold through the Talaton Community Shop or any other community organisation)

c) keep the Allotment clean and in a good state of cultivation and fertility, 75% of which should be cultivated.

d) not cause any nuisance or annoyance to any other tenant.

e) not obstruct or encroach upon any path set out by the Council for the use of other tenants.

f) not sub-let or assign, to another person, any part of the Allotment.

g) not, without the written consent of the Council, cut or prune any trees, or take or sell any mineral, gravel or clay from the Allotment or the Allotment Site

h) not use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining any path set out by the Council for the use of other tenants

i) keep all paths adjacent to their allotment clean, mown and free from weeds and obstructions

Amended 4th September 2024

- j) keep all Permitted Structures in a proper state of repair to the satisfaction of the Council failing which the Council may require the Tenant to remove such structure(s) from the Allotment at the Tenant's own cost. Sheds and Greenhouses (classed as Permitted Structures) shall not be used to store items which are unrelated to the growing of produce
- k) not plant any fruit trees on the Allotment
- l) not place on the Allotment any refuse or decaying matter (except reasonable quantities of manure and compost – which must be kept within the confines of the Allotment)
- m) not place any matter in the hedges, ditches, access roads on the Allotment, the Allotment Site or any adjoining land of the Allotment Site
- n) ensure the following provisions are met in relation to the lighting of bonfires:-
 - Bonfires must only be lit in stable metal incinerators to contain the fire
 - not light any bonfire on the Allotment when the wind may blow smoke towards the adjacent properties or across nearby highways. A bonfire must not be allowed to give out dense smoke and must be doused if this happens.
 - bonfires may only be lit after 4.00pm.
 - Light the bonfire as far away from any structure as is possible.
 - Non bio-degradable materials i.e. plastic rubber and other oil based products must be removed from the Allotment and not burnt.
 - Bio-degradable material should where possible be composted.
 - not to leave the bonfire unattended and wait until it has burned down and gone out
 - Burn dry and diseased material and try to have a quick smoke free blaze.
 - a bucket of water and a spade must be on hand when bonfires are lit to douse it at the end of the time and swiftly if needed
- o) ensure any dog brought onto the Allotment is kept under control and on a lead at all times. Dog excrement must be removed by the dog owner.
- p) not store any combustible fuels on the Allotment
- q) not use tyres on the Allotment for any purpose whatsoever.
- r) not place any carpet on the Allotment
- s) not keep any animals or livestock of any kind on the Allotment.
- t) not erect any notice or advertisement on the Allotment
- u) notify the Council of any change of his/her address including e-mail and phone number
- v) observe and perform any other special conditions, which the Council considers necessary to preserve the Allotment from deterioration
- w) use organic methods of pest and weed control and plant and soil improvers wherever possible. For example, companion planting reduces need for chemical pest control. If the Tenant uses chemicals, they shall not contain neonicotinoid insecticides. The Tenant shall use legally approved chemicals, in accordance with the manufacturer's instructions and shall take all reasonable care to ensure such chemicals do not spread beyond the Allotment and will not cause harm to members of the public, water supplies, animals including bees, cats and wildlife, other than vermin or pests.
- x) store any chemicals safely and securely and in accordance with the manufacturer's guidelines and shall dispose of them properly and not on the Allotment or any part of the Allotment Site.
- y) ensure all water receptacles (including water butts) on the Allotment are stable, not sunken and have secure covers. The Tenant will be encouraged to collect and store rainwater in a water butt to use on the Allotment in view of water becoming an increasing issue with regards to conservation and the environment

Amended 4th September 2024

z) have the use of the Intermediate Bulk Container (‘IBC’) for the supply of water (situated on land adjoining the Allotment Site) which use is to supplement any water provided by the Tenant. However when the water supply has been exhausted from the IBC the Tenant will be expected to use water from his/her own source ie a water butt or to bring containers of water from home.

Water supplies should not be used for drinking

ai) not store excess amounts of materials on the Allotment. All excess materials to be stored in a Permitted Structure in situ on the Allotment.

bi) ensure that tools and equipment are maintained and used in a safe manner and securely stored after use and to either remove valuable tools from the Allotment after use, or if left on the Allotment, they should be marked for identification .

ci) when using power tools e.g. strimmers - use with appropriate safety equipment – boots, goggles, ear defenders to protect self from harm and not strim if other people are close by due to risk of flying debris. Loud strimmers could be classed as making excess noise so consideration for others is expected.

di) ensure that all the gates are closed after entering or leaving the Allotment Site

ei) not connect hosepipes to any water supply now or in the future that may be specifically authorised for the benefit of the Allotment Site or to free drain or syphon water from the water supply unless specifically authorised by the Council. The Tenant may transfer water from the water supply to a suitable container to use later

2. Insurance

It will be the responsibility of the Tenant to provide and pay for adequate and appropriate allotment insurance in respect of public liability, theft and damage as associated with operating the allotment. Although this is not a mandatory requirement of the Council; the Council strongly recommends that such insurance is taken out by the Tenant and can provide explanatory information to the Tenant about the same.

3. Inspections of the Allotment Site and follow up action

The Council carries out a number of inspections of the Allotment Site throughout the year. These inspections may reveal the condition of an Allotment as breaching the terms of the Agreement resulting in necessary action being taken in accordance with Clause 4.3

4. Termination Procedure

4.1 The Council shall terminate the tenancy by any one of the following ways;

i) by giving a minimum of 12 months’ written Termination Notice to expire on or before the 6th day of April or on or after the 29th day of September in any year, or

ii) by giving 3 months’ written Termination Notice expiring at any time if:

a) for any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision or;

b) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes. However in the event of the provisions of the lease dated 7th September 1976 and made between Sir John L Kennaway (1) and ECC Quarries Ltd (2) (‘the

Amended 4th September 2024

Mines and Minerals Lease`) being exercised by the lessee, then a notice period of less than three months may have to be given by the Council

iii) Determination on termination of the Council's interest:

The tenancy shall determine on the day on which the right of occupation of the Council determines (the date on which the Lease terminates or ends)

iv) by giving 1 months' written Termination Notice if:

a) the rent is in arrears 40 days or more after it has become due and the process in Clause 4.4 has been applied with no resultant payment; or if the Tenant becomes bankrupt or compound with his creditors; or

b) the Tenant breaches of any of the terms and conditions of this Tenancy but in the case of non-cultivation of the Allotment; the process in Clause 4.3 having been applied in the first instance

4.2 In the case of the death of either the Principal or Secondary Tenant of a joint tenancy then the joint tenancy will revert to a single tenancy agreement in the other's name. In the case of the death of the tenant of a single tenancy, the tenancy will terminate three months after the death of the Tenant or earlier if requested by his/her next of kin or executors

4.3 In the event of the Allotment not being sufficiently cultivated, but no earlier than 3 months following the date of this Agreement, the Council shall issue a non-cultivation notice ('Notice 1') giving 1 month for the Tenant to comply and cultivate. If the Tenant does not comply by the end of this notice period the Council will issue a further Notice ('Notice 2') giving the Tenant a further month to comply and cultivate. If the Tenant does not comply by the end of this further notice period the Council will serve a 1 month Termination Notice ('Notice 3') upon the Tenant

4.4 In the event of Non-Payment of rent as given in Payment of Rent clause 2, the Council shall issue a Non-Payment of Rent Notice ('Notice 4') giving 1 month for the Tenant to comply. If the Tenant does not comply by the end of this notice period, the Council will serve a 1 month Termination Notice ('Notice 3')

4.5 The Tenant may terminate this tenancy by:

giving the Council 1 months' written notice expiring at any time.

4.6 Any notice required to be given by the Council to the Tenant shall be sufficiently served on the Tenant either by handing it to the Tenant personally or by leaving it at or sending it by e-mail or by ordinary post to the Tenant at the last known address of the Tenant or by affixing the same in some conspicuous manner on the Allotment. However in the case of a Termination Notice then this will be sent to the Tenant by e-mail and recorded delivery post. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent by ordinary post or by e-mail to the Clerk of the Council. The address details are

https://www.talatonparishcouncil.co.uk/Your_Councillors_33726.aspx

Amended 4th September 2024

5. Permitted Structures

Compost bins, water butts and tool boxes are permitted on an allotment. Polytunnels will not be permitted, however standard sized cloches are acceptable. A small greenhouse may be permitted at the discretion of the Council no larger than a 6' x 8' base and 6' height (1.83m x 2.43m base) (1.83m height). Sheds are permitted provided that they do not exceed 7' x 4' (2.14m x 1.22m base) x 7' (2.14m height). The shed must be securely mounted to a prepared base. A seat may be placed on the allotment of a size and type approved by the Council. Written permission prior to the erection of any greenhouse or shed or seat must be sought from the Council and their position and design approved by the Council before its erection

6. Compensation on Determination

6.1 The Tenant shall on determination of this tenancy by the Council be entitled to compensation only to the extent prescribed by Section 2 of the Allotments Act 1922 and Section 3 of the Allotments Act 1950 but not further or otherwise.

6.2 The Council on determination of this Tenancy shall be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the Allotment caused by the failure of the Tenant to maintain the Allotment in a good state of cultivation and fertility.

7. Rent Review

The Council will review the annual rent annually and in the event of the Council agreeing to a rental increase, the Council will provide no less than twelve months notice in writing to the Tenant of the proposed increase

8. Rules Review

These Rules will be reviewed from time to time and any amendments will also be binding and effective immediately. The Council will inform tenants in writing of any changes.

9. Miscellaneous

i. Any officer or member of the Council will be entitled, at any time, to enter and inspect the Allotment.

ii. The Tenant shall live within the Parish of Talaton to qualify for an allotment. However if there is a vacant plot and no parishioner of Talaton is awaiting an allotment then the Council in its absolute discretion may allocate a plot to a non parishioner

iii. No new tenant or household will have the right to more than one allotment.

iv. The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party and the Tenant agrees to indemnify the Council in respect of any such claim made against it

v. The Council shall accept no liability to the Tenant in respect of any damage to the Allotment or theft of any item or structure placed on the Allotment.

Amended 4th September 2024

vi. The Parish Clerk may sign any notice or agreement required to be given to the Tenant.

vii. On the termination of the tenancy, the Tenant shall deliver up the Allotment in a tidy condition; remove all Permitted Structures (as defined in Para 5) erected on the Allotment unless the Council agrees otherwise and which shall be confirmed in writing to the Tenant and the Tenant shall also remove any other private effects and rubbish. Failure to do so will incur the Tenant in the costs of the removal of the same by the Council

viii. The Tenant shall not be permitted to take possession of the Allotment until the Council is in receipt of a signed tenancy agreement and payment of the rent and administration charge have been made.

** An allotment garden means an allotment not exceeding a quarter acre, which is wholly or mainly occupied and cultivated by the Tenant for the production of vegetable or fruit crops, other than apples, pears and plums, for the consumption by the Tenant or the Tenant's family, and flowers, provided these are not grown for commercial purposes.*