

ALLOTMENTS ACTS 1908 TO 1950
RULES AS TO ALLOTMENT GARDENS

Made by the Council for the Parish of Armthorpe with respect to allotment gardens for the said Parish situate at Mercel Avenue.

Interpretation of Terms

1. Throughout these rules the expression “the Council” means the Council for the Parish of Armthorpe and includes any committee of the Council or any allotment managers appointed by the Council under the Allotments Acts 1908 to 1950.

Definition of the Persons eligible to be tenants of the allotment gardens

2. Any man or woman, who at the time of application to the Council for an allotment garden, is resident in the parish shall be eligible to become a tenant of an allotment garden subject to the statutory provision that one person shall not hold allotments acquired under the above-mentioned Acts exceeding five acres.

Division of the land into allotment gardens

3. The Council before letting any land for allotment gardens, shall divide the land, and shall cause a plan to be prepared showing each allotment garden, and distinguishing it by a separate number.

Agreements for letting allotment gardens

4. An agreement to let an allotment garden to an applicant may be signed by the Clerk to the Council on behalf of the Council and shall be in the form approved from time to time by the Council.

General Conditions under which the allotment gardens are to be cultivated

5. The tenant of an allotment garden shall comply with the following conditions:-
 - (1) S/he shall keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.
 - (2) S/he shall not cause any nuisance or annoyance to the occupier of any other allotment garden or nearby dwellinghouse, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.

- (3) S/he shall not underlet, assign, or part with the possession of the allotment garden, or any part of it without the prior written consent of the Council.
- (4) S/he shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
- (5) S/he shall not use the allotment garden for the storage of any materials that are not for immediate use thereon, including the following which is not an exhaustive list, namely, any corrugated or plastic sheeting, plastic doors, window frames, quantities of wood, steel, etc.
- (6) S/he shall keep every hedge that forms part of the allotment garden properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any other fences and any gates on the allotment garden.
- (7) S/he may erect boundary fencing along the perimeter of his/her plot provided
 - (a) it does not exceed a maximum height of 4 feet for chain link fencing and 2 feet 6 inches for wooden fencing; and
 - (b) for the avoidance of doubt no other type of materials may be used for fencing, including doors, corrugated and plastic sheeting, etc.
- (8) S/he shall lock the site gate if s/he be the last to leave the site.
- (9) S/he shall not without the written consent of the Council erect any building, shed, extension or other structure on the allotment garden, except that such consent is not required for the erection of:-
 - (a) one purpose manufactured quality greenhouse that does not exceed 6 feet in length, 6 feet in width and 6 feet 6 inches in height; and
 - (b) one wooden extension to the side of the existing storage shed supplied by the Council, provided the size of the extension does not exceed the dimensions of the original shed;

- (c) one polytunnel on the allotment garden that does not exceed 6 metres in length and 3 metres in width.
- (10) S/he shall take proper care of the shed provided by the Council.
- (11) S/he shall not use barbed wire on the allotment garden for any purpose whatsoever.
- (12) S/he shall, as regards the allotment garden, observe and perform all conditions and covenants contained in any lease under which the Council hold the land.
- (13) S/he shall observe and perform any other special condition which the Council consider necessary to preserve the allotment garden from deterioration, and of which notice to applicants for the allotment garden is given in accordance with these rules.
- (14) S/he shall not, without the written consent of the Council, plant any trees or fruit bushes or any crops that require more than twelve months to mature.
- (15) S/he shall not deposit or allow other persons to deposit on the allotment garden any refuse, or place any matter in the hedges, ditches or dykes situated in the allotment field of which the allotment garden forms part, or on the adjoining land.
- (16) S/he shall not bring or cause to be brought into the allotment field of which the allotment garden forms part, any dog unless the dog is held on a leash.
- (17) S/he shall not use, cause or permit the discharge of any firearms.
- (18) S/he shall not light or cause to be lit any fire on the allotment garden during the day time prior to 1800 hours.
- (19) S/he shall not cause or permit any motor vehicles to enter and park on the allotment site
- (20) S/he shall only be allowed to cultivate and share his/her plot with a third party
 - (a) with the Council's prior written consent; and
 - (b) persons who are already on the Council's allotments waiting list.

Payment of Rent

6. The rent of the allotment garden shall be paid in advance on the 29th September in each year and shall be at the rate fixed from time to time by the Council.

Power to inspect allotment gardens

7. Any Member or Officer of the Council shall be entitled at any time to enter and inspect any allotment garden.

Termination of a Tenancy of an Allotment Garden

8. (1) The tenancy of an allotment garden, shall, unless otherwise agreed in writing, terminate on the next rent day after the death of the tenant and shall also terminate whenever the tenancy or right of occupation of the Council is terminated by the freeholder of the whole allotment gardens site.
- (2) The tenancy may also be terminated by the Council by re-entry after one month's notice:
 - (a) if the rent is in arrear for not less than forty days; or
 - (b) if the tenant is not duly observing the rules affecting the allotment garden, or any other term or condition of his tenancy, or if the tenant becomes bankrupt or compounds with his creditors.
- (3) The tenancy may also be terminated by the Council or tenant by serving twelve months' notice in writing on the other party expiring on or after 29th September in any year.
- (4) The tenancy may also be terminated by the Council by re-entry after three months' notice in writing on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision or (ii) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.

Service of Notices

9. Any notice may be served on a tenant either personally or by leaving it at his/her last known place of abode, or by recorded delivery letter

addressed to him/her there, or by fixing the same in some conspicuous manner on the allotment garden.