

**PAPWORTH EVERARD
ALLOTMENT ASSOCIATION
(PEAA)**

ALLOTMENT RULES

1. WHOS'S WHO

In these rules, we are the PEAA, on behalf of the Papworth Everard Parish Council (PEPC) and you are the tenant named in the Tenancy Agreement.

2. TENANT NOT TO ALLOW BREACHES

An obligation on you not to do anything, includes an obligation not to cause it or allow it to be done by anyone else. You must abide by these rules and the Tenancy Agreement.

3. BONFIRES

The Tenancy Agreement includes the following regulations.

3.1 Regulation 1: Bonfires forbidden

You must not light a bonfire on your plot

3.2 Regulation 2: Communal bonfires only

You may only burn material on a communal bonfire managed for the benefit of the entire site. You may not light a bonfire on your allotment plot. The location of this bonfire site must be agreed by the Landlord.

4. USE OF THE ALLOTMENT

4.1 You may only use your allotment as a private allotment or private leisure garden. That means you are to use it for the production of produce for you or your family. [Plots to be no more than 250 sq. metres]

4.2 You must not sell produce from your allotment. Small amounts of surplus may be contributed to one or two community events within the village of Papworth Everard per year.

4.3 No Hard Landscaping (for example, patios), is

permitted

4.4 You must not take, sell or carry away from your allotment, any mineral, gravel, sand, earth or clay.

4.5 No ponds, lakes or ditches to be constructed. No excavation other than normal cultivation is permitted.

4.6 You may use the allotment between 5 a.m and 11 p.m daily. Outside these hours, access is for emergencies only. The use of motorised equipment is limited to the hours of 8 a.m to 8 p.m Monday - Friday and 9 a.m to 6 p.m at weekends and Bank Holidays.

5. CULTIVATION

5.1 Within 6 months of the grant of the tenancy, you must have at least a quarter of your allotment under cultivation.

5.2 Within 12 months of the grant of the tenancy, you must have at least three quarters of your allotment under cultivation. That situation must then continue while you are the tenant of the allotment.

5.3 You must keep the allotment in good condition, clean and free from weeds and in a good state of cultivation and fertility. Where the allotment includes or abuts a footpath, you must keep that reasonably clear of weeds too.

5.4 You must notify us if you are away for extended periods if cultivation of your allotment might suffer.

5.5 We will give you written warning if we feel that you are not cultivating your allotment in the way you should. Our warning letters will say what we think is wrong and give you an opportunity to explain your circumstances.

6. BOUNDARIES

6.1 You must not plant a new hedge or build a new fence without our written consent. New hedges must be trimmed and be no more than 0.5 metres tall.

6.2 You must trim every boundary hedge to your allotment and keep in good repair all of its boundary fences and/or gates.

6.3 Barbed wire must not be used.

7. ENCROACHMENT ON OTHER ALLOTMENTS AND PATHS

7.1 You must not go onto another person's allotment without the express permission of the allotment holder.

7.2 If anyone is with you on your allotment (children for example), you must not allow them to go onto another allotment without the express permission of the allotment holder.

7.3 You must not remove produce from another allotment without the express consent of the allotment holder.

7.4 You must not encroach on or cultivate a pathway. Pathways between adjoining plots must be left wide enough for wheelbarrows and general access.

8. TREES AND BUSHES

8.1 Except with our written consent, you must not plant trees other than dwarf fruiting trees and other fruiting bushes. Fruit trees must not be planted along the boundaries of your allotment. You are allowed 6 fruit trees per half plot limited to 6' in height.

8.2 You must consider the effects of trees on neighbouring allotments.

8.3 Except with our written consent, you must not cut or prune any non-fruiting trees.

9. MANURE, WASTE AND REFUSE

9.1 You may keep manure or compost in quantities reasonable for cultivation of your allotment. You must not place on the site refuse or decaying matter other than that in an appropriate compost container.

9.2 You must not dump or store material which could not reasonably be used to help cultivate your allotment.

9.3 You must not put anything in the hedges, ditches or dykes in or surrounding the allotment field.

9.4 You must cover any manure on your allotment which

has not been dug in.

9.5 You must remove all non-compostable waste from your allotment.

9.6 Carpets and underlay must not be used on your allotment.

10. BEES The keeping of bees is prohibited.

11. DOGS AND LIVESTOCK

11.1 Any dogs you bring to your allotment must be kept on your allotment and on a leash. You must remove any faeces and dispose of them off site.

11.2 You must not keep any livestock on your allotment.

12. VERMIN

12.1 If you see evidence of vermin (such as rats) on or near your allotment, you must report it to us.

12.2 Our pest control agents will deal with the vermin.

13. FUEL AND OTHER FLAMMABLE MATERIAL

13.1 Fuel such as petrol and diesel must be stored off site.

13.2 Oil, lubricants and other flammable liquids may be stored on your allotment subject to the following conditions:

(a) must be for use in garden equipment only

(b) must be stored in a locked shed and

© must be kept in an approved container of no more than 5 litres capacity

14. CHEMICALS

14.1 To control pests, diseases and vegetation you may only use products available from garden or horticultural suppliers.

14.2 Application of these products must not be detrimental to the cultivation of allotments nearby, nor may it annoy nearby allotment holders.

14.3 Your use and storage of chemical products is subject to Government regulations. We can supply you with details of these regulations.

15. BUILDINGS

15.1 Except with our written consent, you may not erect a building on the allotment. Our consent will be subject to specifications for the building that you will supply us with. Our consent will also be on condition that you install a water butt at the same time.

15.2 We will not refuse consent for the following, but you must still obtain our consent.

A garden shed and/or greenhouse to a maximum size of 6ft x 8ft x 7ft 6” high. The shed must be timber, of no larger dimensions than the size set out above and colour brown. No polytunnels to be erected of more than 1 metre in height.

15.3 If you fail to maintain a structure you have put up, we can give you 1 month’s notice either to repair or remove it.

15.4 We are not responsible for loss of or damage to tools, equipment or other contents of your shed or greenhouse.

15.5 At the end of your tenancy, we will not compensate you for any structure you have put up, but you may dispose of it before you quit the allotment. You must then leave the allotment clear and tidy to our satisfaction.

15.6 At the end of your tenancy, you must remove any structure you have put up, including a water butt. However, you may leave a structure or water butt if we have notified you in advance that it is reusable.

16. VEHICLES

16.1 You may only bring one vehicle to the allotment site on each visit. Cars may only be parked when you are tending your allotment.

16.2 Vehicles must be parked in the designated areas and must not obstruct haulage ways. You must not create a hard standing.

16.3 Please walk or cycle if possible.

17. WATER

17.1 As far as possible, you must conserve water. You must cover water butts and consider mulching as a water conservation practice. Two water butts per plot provided they are appropriately covered and protected.

17.2 You must not use a hose except one attached to your water butt.

17.3 Water is provided for cultivation of the allotment only and not for cleaning utensils and tools.

17.4 You should stick to the following guidelines:

- (a) report leaks to us immediately
- (b) collect and store rainwater where you can
 - © mulch to retain moisture
 - (d) water in the early evening to reduce water loss by evaporation.

17.5 We may have to introduce water restrictions if water is in short supply. We will only do that if we have to. We will give you as much notice as possible but notice may be short.

17.6 We will not compensate you for any loss of water or crops.

18. CONDUCT

18.1 You must conduct yourself appropriately. In particular you must not cause a nuisance or annoyance to the occupier of another allotment or to neighbours generally. You may not obstruct or encroach on a path or roadway set out by us for the use of occupiers of the allotments nearby or on public footpaths or haulage ways.

18.2 You may not use the allotment for an illegal or immoral purpose.

18.3 You must not act aggressively or in an anti-social way.

18.4 We may require an unauthorised person to leave your allotment.

19. SECURITY

19.1 We will give you an access code to get to your allotment by car or on foot.

19.2 You must always keep the main gate locked. That means that you must lock the gate behind you, both after you enter and after you leave.

19.3 The Emergency Services are provided with the access code.

19.4 We can refuse admittance to anyone if they are not accompanied by you or by a member of your family.

20. PEAA COMMITTEE

20.1 You must comply with directions given by our officers.

20.2 An officer, agent of ours or the Parish Clerk may inspect your allotment and any shed, greenhouse or cloche. You must allow that officer or agent access at any reasonable time.

21. ALLOCATION OF VACANT ALLOTMENTS

21.1 We allocate vacant allotments to people on our waiting list to who live in the village - 1 plot per household. If there are any unallocated plots, additional plots may be rented up to a maximum of 2 plots per village household. If a waiting list for plots arises, any household with more than 1 plot will be required to release a plot for allocation. Sufficient time will be given to harvest crops etc. Up to 4 plots at any one time, may be allocated to people outside the village if there are no residents on the waiting list.

21.2 If an allotment holder moves away from the village, the plot will become recoverable by the Committee for reallocation. Up to 3 months will be allowed to harvest crops. No compensation for loss of crops will be given

21.3 If an allotment holder dies, his or her allotment will be offered to a member of the allotment holder's family who has been cultivating the allotment with the allotment holder for a period of time. However, this exercise can take place only once. An allotment does not transfer to members of a family in perpetuity.

22. DISPUTES

We will mediate any dispute between allotment tenants. We will observe proper processes and our decision is final and binding. If you are dissatisfied, you have the right to refer the matter to the PEPC, which must be done in writing.

23. CHANGE OF ADDRESS

You must notify us straight away if you change your address.

24. TERMINATION FOR FORFEITURE

24.1 The Parish Council may enter your allotment and end the tenancy by forfeiture for any of the following reasons:

- (a) The rent or any part of it is unpaid for at least 30 days, whether or not we have legally demanded it, or
- (b) You are in breach of any of these rules or regulations or
 - © You become bankrupt or compound with your creditors, or
 - (d) The landlord invokes clauses in the lease that enable him to take back all or part of the land if it is undeveloped, or
 - (e) At the end of the lease of the allotment land.

24.2 We will give you reasonable written notice of the breach of rules for which we are intending to forfeit the tenancy. We will give you an opportunity and a time limit, to put the breach right if you can. If you do, your tenancy will not be forfeited.

24.3 Forfeiture of the tenancy does not prevent us from claiming damages from you for breach of these rules or from making appropriate deductions from any deposit you have paid.

25. WHAT HAPPENS ON TERMINATION

25.1 When your tenancy comes to an end (however this happens) -

- (a) You must give up the allotment to us in the clean and tidy state required by these rules, and
- (b) You must hand back any items or property made available to you.

© On final termination of the Head Lease, you will be required to remove all chattels from your plot, including any shed/greenhouse. If not removed, these items may become the property of the landlord. Sufficient notice will be given to enable this.

25.2 If your allotment is not left clean and tidy, we may charge you for returning it to a satisfactory state. A fee will be charged for this or a deduction made from any deposit held. The PEPC and PEAA will not be liable for any compensation at the end of the lease.

**PHONE NUMBERS FOR CONTACT WITH THE PEAA
COMMITTEE WILL BE AVAILABLE ON THE PEAA
WEBSITE TOGETHER WITH E-MAIL ADDRESSES**

PEPC DETAILS WILL ALSO BE AVAILABLE.

**YOU WILL BE ADVISED OF CURRENT OFFICERS AND WEB
SITE DETAILS AT THE START OF YOUR TENANCY**