



# Chilton Allotments



CHILTON TOWN COUNCIL

# ALLOTMENT HANDBOOK



This document should be read in conjunction with, and forms part of, your Tenancy Agreement. Please keep this document safe as they are only issued once. Individual sections may be amended and sent out.

## INTRODUCTION

This Handbook has been developed to support the Tenancy Agreement and will be issued to all allotment tenants. Tenants are asked to retain this document for future use as it forms part of your annual Tenancy Agreement. A copy of this Handbook will not be sent out every year unless changes are made.

It is hoped that answers to questions raised by allotment holders are answered within this document and that it provides tenants with a clear understanding of what is required of them on their allotment in Chilton.

This Handbook is not an authoritative interpretation of all applicable allotment law, but it attempts to explain your obligations under the formal agreement that is made between a tenant and Chilton Town Council. We hope tenants will be able use this Handbook to ensure their plot complies with the rules, regulations and guidance expected by Chilton Town Council.

This Handbook also contains our Allotment Charter, giving information of what tenants can expect from Chilton Town Council and what is expected from tenants. We look at the barriers faced by Chilton Town Council to provide support to tenants, and how we are looking to improve our services.

Contact details for the Town Council are included in this Handbook if tenants have further questions.

The success of an allotment site is dependent on co-operation between allotment tenants and those responsible for the management of the site as a whole, namely Chilton Town Council. As part of Chilton Town Council, there is an Allotment Committee, specifically formed to look at the issues faced with the management of the Allotments. The Committee meets on the 3rd Monday of every month at 10.30am at Hutton House (Chilton Town Council offices). Anyone is welcome to attend these meetings. Please see the Public Participation at Council Meetings Policy, which is available on our website or requested from Chilton Town Council.

Chair of Allotments Committee  
Chilton Town Council

## INDEX

Introduction	2
Allotment Charter	5
Section 1 - Site Specifics and Administration	6
What is an allotment?	6
Allotment Sites	6
Benefits of having an allotment	6
Who can have an allotment?	7
Waiting lists	7
Administration of allotments	7
Tenancy Agreement and rent	8
Pricing Structure	8
Ways to pay your rent	8
Statutory Notices	9
Serving Statutory Notices	9
Joint Tenants	9
Section 2 - Allotment Tenancy	10
Allocation of plots and new tenants	10
Sale and sub-letting	11
Co-workers / family members	11
Death of a tenant	11
Change of address	12
Splitting of plots	12
Written correspondence from the Council	12
Inspection of Allotments and Power of Entry	12
Enforcement of breaches of tenancy	13
Section 3 - General Site Rules	15
Authorised Persons	15
Expected behaviour of tenants	15
Access	16
Site hours of use	16
Site keys / codes	16
Locking of site gates	16
Vehicles on allotment sites	16
Crime and anti-social behaviour	17
Water	17
Allotment fencing	17
Internal paths and communal areas	18
Notifiable pests, plants and plant diseases	18
Security and covert surveillance	18
Fault and repair reporting	18

## INDEX (contd....)

Section 4 - Rules About Your Allotment	19
Allotment ID Numbers	19
Use of plot	19
Unauthorised use of the allotment	19
Weeds	20
Use of materials as weed suppressants	20
Trees and hedges	20
Storage of materials on the plot	20
Waste disposal	20
Composting	21
Restrictions on garden fires	21
Section 5 - Rules About Health and Safety	22
Personal safety	22
Insurance and personal liability	23
Hazardous Materials on Allotments	23
Section 6 - Rules About Structures	25
Consent / permission	25
Restrictions on structures	25
Permitted structures	25
Structures not permitted	26
Electricity on Allotments	26
Materials not permitted	26
Structure use and construction	27
Heating of structures	27
Section 7 - Rules About Livestock	27
Livestock on Allotments	27
Inspection of livestock	28
Section 8 - End of Tenancy	28
Termination by the tenant	28
Termination by Chilton Town Council	29
Section 9 - Useful Contacts	30

### DOCUMENTS AVAILABLE FROM THE TOWN COUNCIL OFFICES:

1. Allocation Policy
2. Inspection Policy
3. Permission to keep livestock (Hens and Rabbits) Form
4. Allotment Livestock (Hens and Rabbits ) Keeping Agreement
5. Map of sites showing water standpipes
6. Permission to erect structures form
7. Joint Tenant application form

## ALLOTMENT CHARTER

### Tenants may expect Chilton Town Council to:

- ◆ Provide relevant information on rules (Tenancy Agreement and Handbook)
- ◆ Inform tenants about our Complaints Procedure (available on request)
- ◆ Provide day to day management of site
- ◆ Manage aspects of the Health and Safety of the site
- ◆ Arrange repairs for infrastructure, as appropriate
- ◆ Collect, monitor and account for annual rent
- ◆ Monitor expenditure
- ◆ Provide a fair and equitable management of waiting lists and applications for plots
- ◆ Respond to queries and complaints in a timely and reasonable manner
- ◆ Publish Committee Meeting agendas and minutes (available on the website)
- ◆ Ensure that Public Liability insurance is up to date for the sites
- ◆ Inspect the condition of allotments on a regular basis to maintain suitable standards of care, issuing warnings and notices to quit as appropriate
- ◆ Comply with the Council's environmental policies and strategies
- ◆ Building friendly and co-operative relationships with allotment tenants, Police and other community agencies to help improve allotment sites through partnership working
- ◆ Encourage, through open and positive communication, a relationship where tenants, Councillors and officers share realistic expectations. Working in partnership to develop and support procedures that promote efficient and effective allotment administration
- ◆ Make affective and appropriate allocation of budgetary resources to achieve prioritised, realistic and shared expectations for allotment sites
- ◆ Uphold fair, open and equitable treatment and safe tenure.

### In return, tenants should:

- ◆ Commit the required time and effort to care for their allotment
- ◆ Inform the Town Council of changes of contact details
- ◆ Keeping their allotment cultivated in accordance with the rules set out in this Handbook and the Tenancy Agreement
- ◆ Being considerate and polite to neighbours, other tenants, council members and officers of the Council
- ◆ Do their share of communal tasks, such as help with work parties
- ◆ Report problems and address queries to the Town Council in the first instance
- ◆ Pay annual rent and water charges in full and on time
- ◆ Be responsible for any Co-Workers on their plot and ensure they are registered with the Town Council
- ◆ Be responsible for the security of their own buildings, tools and other equipment on their allotment
- ◆ Manage their own personal insurances
- ◆ Take due care for the Health and Safety of those on their plot or affected by their work

## SECTION 1 – SITE SPECIFICS AND ADMINISTRATION

### WHAT IS AN ALLOTMENT?

An allotment is an area of land, leased either from a private or local authority landlord, for the use of growing fruit and vegetables. In some cases, this land will also be used for the growing of ornamental plants, and the keeping of hens and rabbits. An allotment is traditionally measured in rods (perches or poles), an old measurement dating back to Anglo-Saxon times. 10 poles is the accepted size of an allotment, the equivalent of 250 square metres or about the size of a doubles tennis court.

### ALLOTMENT SITES

Chilton Town Council manages the following sites:

Site	No. of Plots
Hambleton Way 1 (to the left of Joe's field) - HW	18 plots
Hambleton Way 2 (to the right of Joe's field) - HW	20 plots
Prospect Terrace ('L' shaped site opposite Prospect Tce - PT	58 plots
West Chilton Terrace 1 (North of the bypass) - WCT	81 plots
West Chilton Terrace 2 (South of the bypass) - WCT	43 plots

### BENEFITS OF HAVING AN ALLOTMENT

- Health Benefits:** Being out in the open air, working with the land and exercising is good for your mental and physical health. According to the National Allotment Society (NAS), just 30 minutes of work on your allotment can burn around 150 calories.
- Social Interaction:** Allotments often have a real community spirit. You can meet new people and make new friends.
- Grow Your Own Food:** You can grow fruit and vegetables that can be difficult to find in the supermarket. This not only provides a consistent source of year-round food, but also gives you knowledge of what goes into the soil and on your crops.
- Rewarding Experience:** The satisfaction of eating something you have grown yourself is hard to beat. It is incredibly rewarding to see something grow from seed and know exactly what you are eating, where it has come from, how long it's travelled and what it's been treated with.
- Creativity:** You can make your allotment beautiful as well as bountiful by planting pretty flowers for cutting next to fruit trees and vegetable patches, and painting your shed in a colourful shade.
- Supplement Your Weekly Shop:** If managed properly, an allotment can produce enough food to supplement a family's weekly shop, with fresh fruit and vegetables over the year. You can choose to garden organically and avoid ingesting chemicals that are likely to be present on shop bought fruit and vegetables.
- Connection with Nature:** Many people talk about feeling connected to nature and encounters with wildlife.



## WHO CAN HAVE AN ALLOTMENT?

To be eligible to rent an Allotment through Chilton Town Council, you must meeting the following criteria:

1. Lived in Chilton for more than 6 months – proof of address will be required
2. Be age 18 or over – proof of ID will be required

Proof of ID would be a driving licence or passport. Proof of address would be 1 of the following:

- A recent bank statement
- Utility bills (electricity, gas, landline phone, or water bills)
- Credit card bill
- Tenancy agreement
- Tax bill
- Employment letter
- Government issued (benefits, council tax
- Health care or NHS card
- A valid driving licence

Application forms are available from on our website [Chilton Town Council | Allotments \(chiltondurham-tc.gov.uk\)](http://Chilton Town Council | Allotments (chiltondurham-tc.gov.uk)) or from the Town Council offices.

## WAITING LISTS

When sites are full with all the allotments let, the Town Council will keep a list of people interested in renting an allotment.

When a garden become available, the Town Council will offer it to the person who has been waiting the longest. For more information, please see our Allotment Allocation Policy (available from the office) and also available on our website.

## ADMINISTRATION OF ALLOTMENTS

Information held by Chilton Town Council in respect of your tenancy as an allotment holder:

Name  
Address  
Date of Birth  
Telephone Number  
Email address

Please see our Privacy Notice for allotments on our website. In our notes section, we may use the term 'ill health' or 'exceptional circumstances' to signify that the Town Council are aware of situations that make the tending of the allotment difficult.

For GDPR purposes, it is important that you inform the Town Council if you change your contact details. We may need to contact you in an emergency regarding your allotment, therefore it is important that we have at least 1 current telephone number. Email addresses are being used as a more efficient and cost effective way of communicating, so if you have an email address, please let us know.

## TENANCY AGREEMENT AND RENT

You, the allotment holder, is a tenant of Chilton Town Council and agree, by signing the Tenancy Agreement, to pay the yearly rent in advance at the rate set by the Council. Your rent is due on 1<sup>st</sup> April each year.

You will receive the following documents in the post, to the last known address that we hold for you:

- Tenancy Agreement - 2 copies - 1 to be retained and 1 to return signed
- Allotment Holder's Handbook - issued to everyone on publication and new tenants. This document is not issued every year unless revised.
- Data Collection Form - collecting vital information about your allotment and what you have on your allotment
- Co-worker Registration Form
- Rent due notification letter - details how much the rent is and how much you pay for water

These documents are usually sent out in February, which gives 2 months to return the signed documents and make payment or to decide if you wish to hand back the allotment.

### PRICING STRUCTURE

Plots are worked out based on national figure of a STANDARD plot is 250 sqm. The pricing of allotments is based (as the sqm) on a standard of £25.00 for a standard. Therefore, based on the same principles as the sqm tariffs, the pricing structure should be:

TARIFF	TARIFF NAME	MAX SQM	Max Cost
1	Quarter	1-62.5	£6.25
2	Third	62.6-83.3	£8.33
3	Half	83.4-125	£12.50
4	Three quarters	126-187.5	£18.75
5	<b>Standard</b>	187.6-250	£25.00
6	Large Standard	251-470	£30
7	Multiples of Standard	471-9999	Variable

Tariff 7 plots are charged by calculating how many standard plots are in the Sqm, eg if a plot is 1350 sqm that is 5.4 standard plots (1350 / 250). Therefore, the price for that plot would be £135.

All allotments are charged £10 for water; this is the standing charge for allotments, regardless of size.

### WAYS TO PAY YOUR RENT

Please note: no rent will be accepted until ALL documents have been signed and returned. Failure to return your signed documents or pay your rent will result in termination of your tenancy agreement.



There are 4 ways to pay your rent:

1. **Cash** - we ask that, as much as possible, you have the correct money when paying in cash. The Town Council do not hold cash in the building so do not always have change available.
2. **Cheque** - cheques are to be made payable to Chilton Town Council (please write your allotment number(s) on the back of the cheque for identification purposes.
3. **Credit / Debit Card** - a card machine is available in the Town Council offices. Unfortunately, we cannot take payments over the phone.
4. **Bank Transfer** - once signed documents have been received, bank details can be provided on request for a bank transfer to be completed - please use your allotment number as your reference for the payment.

## STATUTORY NOTICES

In special circumstances, the law requires the Council to give notice to tenants. For example, the Council must issue a statutory notice to terminate your agreement (a Notice to Quit).

## SERVING STATUTORY NOTICES

The Town Council will serve notice in one of the following ways:

1. Writing to you at the last address you have given to us
2. Putting the Notice in a prominent place on the allotment site
3. Putting the Notice on the allotment noticeboard

## JOINT TENANTS

A Joint Tenant is different to a co-worker. They are jointly responsible for the allotment with the main tenant. This includes all responsibilities, upkeep and costs.

Anyone wishing to appoint a joint tenant must complete a Joint Tenant Application form, available from the Town Council offices. No joint tenant will be agreed without this form being submitted.

If one tenant wishes to leave the allotment, the remaining joint tenant would assume sole responsibility for the allotment.

Joint Tenants must still meet the criteria:

1. Lived in Chilton for more than 6 months - proof of address will be required
2. Be age 18 or over - proof of ID will be required

## SECTION 2 – ALLOTMENT TENANCY

These rules and regulations are made in line with the Allotment Acts 1908, 1922, 1925 and 1950 and apply to all Chilton Town Council allotment sites / plots.

- 1) Plots are let on an annual basis, with the rent year commencing on 1<sup>st</sup> April each year.
- 2) For a tenancy, the plot holders must:
  - a) Utilise and manage their plot in accordance with these guidelines in this Handbook and the Tenancy Agreement
  - b) Pay the required rent within the time specified on the rent due notification. Rent charged is for the land. The rent does not include skips, rubbish removal, pest control, internal fencing, internal pathways and hedges (please note this list is not exhaustive).
  - c) Pay the required water within the time specified on the rent due notification. Water charged is for the access to the stand pipes located on the tracks of each site. The water charge does not cover any taps / pipework that is on individual allotments.
- 3) In the event of any conflict or discrepancy between any previous Tenancy Agreement and this Allotments Handbook and Tenancy Agreement, this new Agreement shall take precedence.
- 4) Each allotment tenancy will be made in the name of one person only. One other person may be added as a joint tenant. The joint tenant must have lived in Chilton for more than 6 months before they can be added as a joint tenant. Please see the section on Joint tenants and co-workers – Page 8).
- 5) Chilton Town Council, as landlord, retains all rights and powers over the land.
- 6) Chilton Town Council reserves the right to set appropriate annual rent levels and review and revise these levels, as becomes necessary, to sustainably continue the service. Any rent increases will be notified 12 months in advance.
- 7) The rules and guidelines contained in this Handbook apply to all tenants, joint tenants and co-workers, be they new or existing.

### ALLOCATION OF PLOTS AND NEW TENANTS

- 1) Applicants must be at least 18 years old and have lived within the Parish of Chilton for at least 6 months. Proof of address and ID will be required.
- 2) Applicants who have been offered an allotment must sign a Tenancy Agreement and pay the rent before being allowed access to the plot. The tenant must be the main user of the plot and is responsible for the activities of any registered co-worker and any visitors to their plot.
- 3) All plots are let on an 'as seen' basis and the Council is not responsible for any works that may be required after acceptance, this includes any buildings or structures on the plot.
- 4) New tenants will be expected to undertake a specified level of progress or cultivation (as a guide we would normally seek 75% of the garden to be utilised for cultivation).

Failure to do this may result in the tenancy being terminated, in accordance with the Inspection Policy, which is available from the Town Council office.

- 5) If the new tenant has not observed the rules and guidelines within this Handbook, notice may be given to end the tenancy under Section 30(2) of the Small Holdings and Allotments Act 1908.

### SALE AND SUB-LETTING

- 1) The sale or sub-letting of plots is strictly prohibited.
- 2) The tenancy of an allotment plot is personal to the tenant and is non-transferable. Under Section 27(4) of the Small Holdings and Allotments Act 1908, the tenant may not assign, under let, or part with possession of all or part of their allotment.

### CO-WORKERS / FAMILY MEMBER

- 1) A tenant may register one co-worker or family member to assist on the plot; it is the responsibility of the tenant to register their co-worker or family member with the Council at the beginning of each year's agreement.
- 2) Co-workers / family members must abide by the rules and regulations set down in this Handbook and Tenancy Agreement.
- 3) A registered co-worker / family member has no automatic right to assume the tenancy of the plot if the registered tenant decides to surrender the plot, without the council's approval.
- 4) The Council will consider each tenancy on an individual basis and reserve the right to allocate the plot to a co-worker / family member. However, a registered co-worker / family member will only be considered for offer of a tenancy where plots have been managed in accordance with the rules and regulations and Tenancy Agreement.
- 5) In the event of the death of the tenant, please refer to section 'Death of a Tenant' below.
- 6) The Council has the right to dissolve a partnership if they believe it to be necessary for any reason.
- 7) Plot tenancies must be surrendered, in writing, by the existing tenant before the Council will consider the application of the registered co-worker / family member to take over the plot.

### DEATH OF A TENANT

- 1) The tenancy of the plot will terminate upon the death of the tenant and the next of kin or co-worker (if applicable) will be given adequate time to remove personal possessions and produce from the plot.
- 2) The Council will consider any request for succession from the spouse / family member or co-worker. Co-workers / family members must meet the requirements set out above regarding co-workers / family members to be able to take over the tenancy. Requests must be made in writing to the Town Council and any offers made will be at the discretion of the Council.

- 3) Tenants are advised that no human or animal ashes or remains can be scattered or buried on the allotment plot / site.
- 4) The plot will automatically be returned to the possession of the Council in the interim period until a new tenant is assigned if the registered co-worker or family member does not wish to continue.

### CHANGE OF ADDRESS

- 1) The tenant must give written notice of change of address within one month of any change.
- 2) It is the tenant's responsibility to inform the Council of change of telephone number or email address or home address.
- 3) Personal information held by the Council relating to each allotment tenancy will be held in accordance with the Data Protection Act (2018). Any requests for information held by the Council in relation to the allotment tenancy will only divulged when it is lawful to do so. The Council will also ensure we respect an individual's rights and comply with legal requirements. For more information on this, please contact the Town Council

### SPLITTING OF PLOTS

- 1) Plots should not be split. However, a request can be made, in writing, to the Council for consideration. No splitting of plots should be actioned until approved, in writing, by the Council.

### WRITTEN CORRESPONDENCE FROM THE COUNCIL

- 1) Any written correspondence, for example letters and notices, will be deemed to have been served if sent by post to the tenant at his / her last known address.
- 2) Any other correspondence may be sent via email if an email address is held on file.

It is the responsibility of the tenant to ensure the Council has up to date home address and email addresses.

### INSPECTION OF ALLOTMENTS AND POWER OF ENTRY

- 1) Any Officer of Chilton Town Council and other Authority (e.g. Allotment Committee member), is entitled, at any time, when directed by the Council Allotment Committee, to enter and inspect an allotment garden to ensure compliance with the rules and regulations of the tenancy agreement and in line with the Inspection Policy, which is available from the Town Council office.
- 2) Tenants are advised that photographs will be taken as part of the inspection process, either by the officer/Councillor or via the twice-yearly drone, and these pictures retained by the Council for future reference, in accordance with the requirements of the Data Protection Act 2018.
- 3) You will be in breach of your Tenancy Agreement if you cause hindrance or harassment of an appointed officer in carrying out inspection of the plot. This may result in an immediate Notice to Quit being served.

## ENFORCEMENT OF BREACHES OF TENANCY

- 1) Where there is a proven breach of tenancy, the Council will take enforcement action against the tenant - see **Inspection Policy**, which is available from the Town Council office. This may be an instant Notice to Quit of a tenancy, or an improvement notice, which will give the tenant the opportunity to remedy the problem.
- 2) The following areas would be classed as breaches of tenancy and would be issued with an Improvement Notice or a Notice to Quit:
  - a. Cultivation notice
  - b. Weed notice
  - c. Rubbish and polluting materials notice
  - d. Nuisance notice
  - e. Dangerous shed or structure notice
  - f. Suspected business use notice
  - g. Livestock notice

### Improvement Notices

Once an Improvement Notice has been issued, it is the responsibility of the tenant to raise any issues within 2 weeks of the date on the letter. The Improvement Notice will outline the nature of the breach(es), give instructions on required actions and give a specified amount of time for the tenant to rectify the problem(s). If a tenant wishes to surrender the plot at this time, this should be done in writing to the Council at Hutton House. Please note, any costs incurred by the Council to remove any rubbish or dangerous sheds or structures following a surrender of the tenancy, will be passed back to the exiting tenant.

### Notice to Quit

If, after the specified time from the Improvement Notice being served, it is found that no / insufficient action has been taken, the tenant will be issued with a Notice to Quit. The Notice to Quit informs the tenant that the tenancy will be terminated and that the eviction progress has commenced.

- During this period, tenants must remove all possessions and locks and leave the allotment plot in an agreed condition.
- When a tenancy is terminated any structure, shed or greenhouse must **at the cost of the tenant** be removed from the plot, within the notice period. Unless otherwise agreed and confirmed with the Council in writing.
- On termination of the tenancy, the tenant **at the cost of the tenant** must carry out any works, which are required to bring the plot to a lettable standard (rubbish removal, removal of stored materials, derelict structures, etc). If the plot is not returned in a lettable condition, remediation works may be undertaken by the Council and the outgoing tenant may be charged for these remedial works.

### Mitigating circumstances

Inability to manage the plot for a short period of time.

- 1) Tenants, who are unable to cultivate their plot fully for reasons such as illness or other personal circumstances, should contact the Council for advice and support as soon as practicable. All such details will be strictly confidential.
- 2) At the discretion of the Council, tenants may be given a 'waiver' of a specific time (maximum of 6 months). The plot will not be subject to the normal inspection / enforcement procedure during this time. The plot must be brought up to an acceptable standard within an agreed time at the end of this period.

### Record of Improvement Notices and Action Taken

- 1) Any Improvement Notices received by the tenant will remain relevant for 3 years. Any tenant receiving 2 Improvement Notices, for the same thing, e.g. non-cultivation, in a 3 year period will be issued with a Notice to Quit. This system aims to prevent persistent abuse of the rules and regulations.

### Serious Breaches of Tenancy

- 1) Where it is proved that a serious breach of tenancy has occurred (see list below), then an immediate Notice to Quit will be served and tenants will be instructed to vacate the plot and their tenancy will end.
  - Abuse or violence towards other tenants, Council Officers, blue light officers or members of the public (including verbal abuse) and on social media
  - Criminal activities of any form
  - Commercial activity, such as selling of goods or services or using the allotment for storage of commercial goods / products
  - Activities that may cause significant harm or risk of harm to human or animal health or to the environment.

(Please note: this list is not exhaustive)

### Misconduct

- 1) If an act of misconduct is reported, the Council or Police will investigate and this may result in further action being taken.

First Offence - Initial Warning  
Second Offence - Final Warning  
Third Offence - Notice to Quit
- 2) Acts of misconduct resulting in the issue of a Warning shall include (but are not limited to) trespass on another plot, nuisance fires, erection of structures without prior permission, etc.

### Serious Misconduct

- 1) If an act of serious misconduct is reported, the Council and/or Police will investigate. This may result in a Notice to Quit being issued and termination of tenancy will be with immediate effect.



- 2) Acts of serious misconduct include (but are not limited to) arson, theft, physical violence, threats of such, abusive language or behaviour, damage to property, fly-tipping, the use of air rifles within any allotment site and the use of items as weapons, etc

## **SECTION 3 – GENERAL SITE RULES**

### AUTHORISED PERSONS

- 1) Only the tenant, joint-tenant, registered co-worker / family member or accompanied guest(s) are allowed on an allotment site. All persons enter at their own risk.
- 2) The Council or other authorised person(s) may order any unauthorised person to leave the allotment site immediately
- 3) No person under 18 years of age is allowed on site, unless accompanied by an authorised adult.
- 4) Non-tenants may be allowed on site when the tenant is away to water plants, tend to livestock, etc, if permission is granted by the tenant.
- 5) The tenant is responsible for the behaviour and safety of children and adults visiting the allotment site where their plot is. In an instance where a visitor breaches site rules, the tenant will be held responsible.

### EXPECTED BEHAVIOUR OF TENANTS

- 1) Tenants must pay due regard to their own personal health and safety and of others who may be around them or visiting.
- 2) Tenants must not discriminate against, harass, bully or victimise any other person(s) on the grounds of sex, race, colour, ethnic origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any other condition which cannot be shown to be justified.
- 3) No tenant must cause another tenant harassment, alarm or distress. Any proven use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution (this includes verbal abuse).
- 4) Allotment plots and structures may not be used for any illegal or anti-social purposes. Tenants found to have committed an illegal or anti-social act will be subject to immediate tenancy termination.
- 5) In the case of unresolved disputes between tenants (this includes joint tenants, registered co-workers / family members and tenant's guests), where no 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 and seek guidance to resolve the issue to their satisfaction.

### ACCESS

- 1) The tenant, registered co-workers / family members or visitors must only enter the allotment site by the associated gates, tracks and paths.
- 2) No additional entrances or gates can be installed without prior permission of the Council.
- 3) Tenants must not modify or interfere with the padlocks, fences, gates or any other security provision made by the Council.

### SITE HOURS OF USE

- 1) Allotments should normally only be accessed in the hours of daylight (dawn until dusk).
- 2) Overnight stays are strictly prohibited.
- 3) The Council reserves the right to delegate authority to any appropriate policing or security body to challenge the activities of any person found on an allotment site at any time of the day or night.

### SITE KEYS/CODES

Further information to follow.

### LOCKING OF SITE GATES

Tenants are requested to close gates at all times. Further information to follow regarding the locking of site gates.

### VEHICLES ON ALLOTMENT SITES

- 1) It is not permitted to use allotment plots for the parking or garaging of motor bikes, vehicles, trailers or caravans.
- 2) Allotment users are requested to park considerately and not block access ways to other properties and allotments or routes that might be required by maintenance or emergency vehicles.
- 3) Vehicles except for the purposes of loading or unloading must not obstruct tracks any routes. Vehicles must be removed immediately following loading or unloading. Owners of vehicles proven to frequently and persistently block tracks will be issued with a warning.
- 4) Pedestrians always have priority use of allotment tracks, vehicles must be driven with due care and consideration, stopping to allow pedestrians to pass safely.
- 5) Drivers must limit their speed to a maximum of 5 mph when on site.
- 6) The Council reserves the right to prohibit vehicle access (both temporarily and permanently) onto sites, if they believe that it is detrimental to the site, e.g. due to damage to the internal pathways or issues caused by unauthorised access (i.e., theft or fly tipping) or for the safety of tenants. Please note this list is not exhaustive.

## CRIME AND ANTI-SOCIAL BEHAVIOUR

- 1) Allotment tenants are encouraged to report any crime or anti-social behaviour on allotment sites to the Police and the Town Council.

## WATER

- 1) Standpipes are located on the tracks at each allotment site. A map of the locations are included in this Handbook.
- 2) Standpipes are for the use of all allotment tenants - no standpipes on the tracks are for individual allotment users.
- 3) Tenants shall not waste or contaminate water and the Council encourage use of water butts, any misuse of water by a tenant will result in the supply of water being removed.
- 4) The Council are aware that a number of allotments have taps / water supply direct to their individual allotments. Please note that these are NOT the responsibility of the Council, as they have not been sanctioned. New tenants are advised not to use these prohibited water connections.
- 5) Alterations to the water supply or prohibited connections will be considered a serious breach of tenancy. Any tenant may be asked to remove any connects that do not have permission from the Council.
- 6) Any tenant who the Council considers to be using excessive quantities of water, or who is seen to consistently monopolise the water supply to the detriment of other tenants, will be issued with a warning. Mains connected irrigation systems (such as sprinklers and timer devices) are not permitted.
- 7) The Council reserves the right to switch off the water supply for a period if it is deemed necessary for maintenance work or to prevent damage to the water supply infrastructure. Water will be turned off during the winter months from 1<sup>st</sup> October to 31<sup>st</sup> March. Tenants should not take actions to turn on or interfere with the water supply. This would be seen as an act of misconduct and dealt with appropriately.
- 8) Tenants are not eligible for rent rebates on sites where water supplies have been temporarily or permanently turned off.

## ALLOTMENT FENCING

- 1) The Council is responsible for the maintenance and repair of the site perimeter fences where applicable only. Internal fencing is the responsibility of the named tenant(s). Where there is a shared fence, hedgerow or trees, adjoining tenants have equal responsibility.
- 2) Fencing provided by the Town Council is standard across the allotment sites. Any tenant wishing to have bird secure fencing must make arrangements at their own cost. Tenants must seek the approval of the Town Council before erecting additional fencing.

- 3) No structures are to be attached to or supported by perimeter fencing. Where there are historical connections / attachments tenants will be expected to rectify the situation when external fencing replacement or maintenance is undertaken.

### INTERNAL PATHS AND COMMUNAL AREAS

- 1) Tenants shall keep paths and communal areas adjoining their allotment plot clean, free from weeds, long grass and in good repair. This includes the area immediately in front of their allotment.
- 2) The tenant shall not obstruct or allow to become obstructed, any path, or communal area (this includes when storing materials).
- 3) Where shared paths exist, within an allotment, these should be kept clear with unobstructed access for both tenants.
- 4) To facilitate access by emergency services and maintenance vehicles, tenants of allotments adjacent to main access tracks must ensure that:
  - a. The track is always kept free of obstructions and hazards
  - b. Materials and manure are delivered directly into plots and not left unattended
- 5) Tenants must not change or interfere with plot boundaries or encroach into alleys and tracks.
- 6) Hedging must be maintained or grown to maintainable proportions and must not obstruct adjacent pathways.

### NOTIFIABLE PESTS, PLANTS AND PLANT DISEASES

- 1) Notifiable pests, plant diseases, injurious weeds and invasive plants should be reported to the Council. Please see the following website for more detailed information. [Notifiable pests - UK Plant Health Information Portal \(defra.gov.uk\)](http://defra.gov.uk).
- 2) Council to take action when deemed suitable.

### SECURITY AND COVERT SURVEILLANCE

- 1) Tenants who use personal CCTV for security must ensure that surveillance is restricted to within the boundary of their plot and where relevant, signage is displayed.
- 2) Tenants are advised that mobile CCTV cameras and other surveillance equipment can and will be deployed by the Council or other authorised agencies as necessary, to monitor and gather information about activities on allotment sites for enforcement purposes.

### FAULT AND REPAIR REPORTING

- 1) Faults and maintenance problems with gates, locks, water standpipes and fences should be reported to the Council. Once issues are identified, most minor repairs will be undertaken as soon as reasonably practical by the Council.
- 2) Emergency faults which arise out of normal working hours which may compromise the security of the site should be reported to the Council at the earliest opportunity.

## SECTION 4 – RULES ABOUT YOUR ALLOTMENT

### ALLOTMENT ID NUMBERS

- 1) You must ensure that your plot number is shown clearly on your plot, so that plots can be easily identified by Council Officers and emergency services. Once numbers have been fixed, tenants must not interfere with them.

### USE OF PLOT

- 1) The tenant shall use the allotment for the recreational growing of vegetables, fruit, flowers and for permitted livestock (if applicable and agreed as part of your tenancy agreement).
- 2) The cultivated area of the allotment is defined as the area that is cultivated for crop or flower production; this should represent at least 75% of the total plot. If livestock has been approved, this will account for 25% of the 75% required cultivation.
- 3) The cultivated area may also include greenhouses, poly tunnels and fruit cages.
- 4) The utility area of the plot is defined as an area that is not cultivated but provides useful amenity to the plot, this is not calculated as part of the cultivation area and should be no more than 25% of the total plot.
- 5) The utility area may include permitted structures and temporary storage. Please see the section on 'Permitted Structures'.
- 6) All structures will require permission to be granted by the Council, before erecting, dismantling, or altering. Permission request forms are available from the Town Council office.
- 7) Allotments must be kept clean and maintained in a good state of cultivation and fertility throughout the year.
- 8) An area that is cleared annually of weeds, yet remains un-cropped or unplanted during any one year will be considered as non-cultivated.
- 9) Cultivation requires that the tenant annually mulch, prune and weed the plot, sow and plant crops.

### UNAUTHORISED USE OF THE ALLOTMENT

- 1) The tenant shall not use the allotment plot, or allow it to be used, for the purposes of any trade, business, or commercial activities or financial gain.
- 2) The tenant shall not grow, bring onto site any produce or materials for the purpose of selling.
- 3) The allotment should not be used for the storage of any produce or materials for the purposes of any trade, business, or commercial activities.

### WEEDS

- 1) It is the responsibility of the tenant to keep the allotment as weed free as possible.
- 2) The tenant must keep the plot free of weeds that may cause a nuisance to adjoining tenants.
- 3) Tenants must control pernicious weeds that spread through root extensions (e.g. couch grass and ground elder) or from runners (e.g. brambles).
- 4) Allotments that have areas unsuitable for production, such as heavily shaded areas, excessively sloping land, impoverished or polluted soils, or buildings/concreted areas which existed previously may be allowed extended utility, lawn, or conservation areas. Any such exemptions will be at the agreement of the Council in writing.

### USE OF MATERIALS AS WEED SUPPRESSANTS

- 1) The use of carpets as a weed suppressant is not allowed, due to soil contamination from chemicals contained within.
- 2) All weed suppressants, such as black plastic, should only be used as an aide to clear the plot - the maximum length of time these can be left in place is 6 months with the agreement of the Council.

### TREES AND HEDGES

- 1) All fruit trees must be adequately maintained and not exceed beyond boundaries.
- 2) No conifers are to be planted at any time on allotment plots.

### STORAGE OF MATERIALS ON THE PLOT

- 1) The storage of materials, not directly connected with the cultivation of the allotment, IS NOT PERMITTED under any circumstances.
- 2) Valuable items, such as tools or machinery, should never be stored or left unattended on site. The Council does not take responsibility for valuables left on allotments.
- 3) The Council has the right to ask a tenant to remove any items that they deem should not be on an allotment.
- 4) Materials which are to be stored for use on the allotment can only be stored for a maximum of 6 months. After this period, the tenant may be asked to remove surplus materials within a set time.
- 5) The tenants must at their own cost remove all stored materials at the end of tenancy; a cost will be applied for removal by the Council, including removal of waste materials, timber, gas bottles (please note this is not an exhaustive list).

### WASTE DISPOSAL (as per Environment Act 1990)

- 1) Tenants must not bring items on site that they cannot dispose of in the proper manner.
- 2) Waste derived from the allotment must be responsibly disposed of.



- 3) Tenants may arrange to have a skip for their personal use but must be approved by the Council first. This would be in exceptional circumstances, i.e. when a new tenant has inherited debris from a previous tenant, greenhouse / shed collapse, removal of concrete bases and rubble, etc. All green waste should be composted.
- 4) The use of the allotment for household waste recycling or disposal is prohibited and will be classed as a breach of tenancy.
- 5) The tenant shall keep the allotment plot clear of litter, refuse or other rubbish.
- 6) The tenant shall not deposit, or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for the use in the cultivation of the allotment plot).
- 7) All deliveries of manure, etc, should be supervised by the tenant and taken onto the plot immediately.
- 8) Tenants to fail to remove waste materials, including manure, etc, will be issued with an improvement notice and may be liable for clean-up costs.
- 9) Tenants who witness fly tipping on allotment land should immediately contact Durham County Council, giving as much details as possible. Any reports made to Durham County Council should also be reported to Chilton Town Council.
- 10) Building materials agreed by the Council, which are delivered to site, e.g. window frames for greenhouses, must be taken onto the allotment immediately. Failure to do so will be deemed as fly tipping which could result in prosecution.
- 11) Tenants must not place any refuse or organic matter elsewhere on the site (e.g. vacant plots or pathways). This will be deemed as fly tipping, which could result in prosecution.
- 12) Tenants who are found to have illegally disposed of waste will be given an immediate Notice to Quit, as this is deemed a serious breach of tenancy.

### COMPOSTING

- 1) Tenants should compost green waste as a preferred alternative to burning.
- 2) The tenant shall maintain compost heaps in a tidy condition, and they must be in proportion to the size of the plot. Compost heaps should be turned regularly to discourage vermin.

### RESTRICTIONS ON GARDEN FIRES

- 1) Garden fires are not encouraged and should only be used as a last resort for the disposal of horticultural waste.
- 2) Fires must not be left unattended and must be extinguished before leaving the site. Failure to comply will be deemed a serious health and safety and environmental offence and tenants may be issued with an immediate Notice to Quit.
- 3) Fires must be restricted to less than one cubic metre in size or contained in a metal brazier of approximately 45-gallon size.

- 4) Water or sand must always be available to extinguish a fire.
- 5) Only dry organic material, i.e. perennial weeds, diseased plants can be burned. All other green waste must be composted.
- 6) Only untreated timber can be burned.
- 7) The burning of the following materials is strictly forbidden and will lead to immediate Notice to Quit and may lead to referral for prosecution under the Environmental Protection Act 1990.
  - Any material originating from outside the allotment site
  - Any material producing black smoke, i.e. rubber, plastics, foam, paint, treated timber
  - Any other material which may cause environmental damage or harm to human health
- 8) Tenants should be aware that any fires that cause smoke nuisance under the Environmental Protection Act 1990, Section 80, might be subject to independent enforcement action.
- 9) 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.
- 10) When lighting fires, consideration must always be given to the prevailing weather conditions and the effects of smoke on other tenants and occupiers of neighbouring premises / homes.
- 11) The Council reserves the right to ban fires or implement restrictions at any time where tenants do not show due consideration to the rules.
- 12) Health and safety of other tenants and neighbouring residents must always be given priority.
- 13) Failure to adhere to the above will result in a Notice to Quit being issued.

## SECTION 5 – RULES ABOUT HEALTH AND SAFETY

### PERSONAL SAFETY

- 1) Tenants have a duty of care to ensure the health and safety of everyone on site, including visitors, trespassers and themselves.
- 2) The Council will not be held responsible for any damage or injury resulting from activities undertaken by tenants or their guests on the allotment site.
- 3) Care should be taken when using strimmers, rotivator and other mechanical / powered equipment. The Council advise seeking appropriate training prior to use. Appropriate personal protective equipment should be always worn and machinery operated in accordance with the manufacturer's instructions.
- 4) Unsafe working practices may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

### INSURANCE AND PERSONAL LIABILITY

- 1) Tenants should consider taking out their own personal liability and property insurance cover against theft, damage and personal injury. It may be useful to seek professional advice to ensure that any cover meets the requirements of their activities.
- 2) Tenants may also wish to consider becoming a member of one of the national allotment organisations, where membership benefits may be available.
- 3) Tenants have responsibility for the security of any article taken onto the allotment site. Valuable items such as tools and machinery should never be left on site.

### HAZARDOUS MATERIALS ON ALLOTMENTS (gas bottles, fertilisers, pesticides, fuels, etc)

- 1) All tenants with hazardous materials must:
  - Ensure they are stored correctly and securely and use in accordance with manufacturers' guidelines
  - Failure to adhere to the above will be deemed a serious breach of tenancy and tenants will be issued with an immediate Notice to Quit.
- 2) Restrictions on pesticides and fertilisers:
  - Under the Control of Pesticides Regulations (COPR 1997) anyone who sells, supplies, stores, or uses a pesticide must take all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid the pollution of water
  - Pesticides and fertilisers must be used and stored in accordance with the manufacturer's instructions in an approved container, well out of the reach of vulnerable people and locked away, if necessary
  - Nitrate fertiliser must not be stored within 10 meters of a watercourse or field drain.
- 3) Disposal of pesticides and fertilisers
  - All allotment tenants should follow the manufacturer's instructions regarding the safe disposal of pesticides and fertilisers. For more information, please visit [www.hse.gov.uk/pesticides](http://www.hse.gov.uk/pesticides)
  - Pesticides should never be included in the household rubbish, burnt, placed in skips, or poured into any kind of drainage system or watercourse.

- 4) Storage and handling of fuel for heating and machinery - fire and explosions are a real risk on allotments and pose specific dangers to the emergency services tasked to deal with them. To reduce risk to the public and emergency services, the following restrictions will operate:

#### Restriction on gas cylinders

- Only canisters containing LPG and of a maximum size of 15kg are to be used on allotments for heating and lighting (subject to the information above on Hazardous Materials on Allotments)
- Acetylene is strictly forbidden
- A maximum of two canisters (be they full or empty or any stage in between) are permitted on an allotment at any one time (maximum size 15kg)
- Empty gas bottle must not be stored on plots or elsewhere onsite.

#### Restrictions for flammable Liquids

- A maximum inclusive total of 20 litres of flammable liquid (paraffin, petrol, diesel, methylated spirits, oils, etc) can be stored on plots and must be contained in approved 5 litre containers
- All flammable liquids must be in containers specifically designed for their storage with appropriate, visible and readable safety warnings on the outside of the container.
- All flammable liquids must be stored in a manner which means that any accidental leakages will not contaminate the allotment or any watercourses or drains nearby, i.e. in a double skinned container or an appropriate alternative.
- Containers must be kept in adequately secure and ventilated circumstances.
- Fuel in machinery or heaters is not included in this storage total but should not exceed an additional inclusive total of 10 litres for the plot.
- All spillages must be cleaned up immediately and significant spillages **MUST** be reported to the Council.
- Sand, cat litter or proprietary oil absorbent products must be kept in case of spillage

For more information on storing flammable liquids, please visit [www.HSE.gov.uk](http://www.HSE.gov.uk)

- 5) **Emergency situations** - In the event of a fire on site, you should take the following action:

- Shout FIRE FIRE FIRE, this will alert other tenants onsite of the danger
- Leave the site by the nearest safe exit and move to a safe distance away from the site
- Call 999 to inform the Fire Brigade, give the location of the site and any relevant information
- Inform Chilton Town Council of the fire.

- 6) In the event of any other emergency onsite:

- Call 999 and inform the relevant authority
- Inform Chilton Town Council.

## SECTION 6 – RULES ABOUT STRUCTURES

### CONSENT / PERMISSION

- 1) The Council will consider all proposals for structures and decide, taking into account the local environment. The Council's decision is final.
- 2) The tenant shall not erect any new structures or make significant alterations to any existing structures (including extensions) without prior consent by the Council. If permission is not sought prior to erection, then the tenant may be required to remove and building / structure at their cost.
- 3) A Permission to Erect a Structure form is available from the Town Council and must be completed and returned to the Council. The application will then be considered by the Allotment Committee. No structure should be erected until written permission is received by the Tenant.

### RESTRICTIONS ON STRUCTURES

- 1) All greenhouses, poly tunnels and fruit cages will be considered within the cultivation area.
- 2) No structure will be permitted which will significantly impact on the ability to use or enjoy the plot of neighbouring tenants, e.g. cause shading.
- 3) Any structure on the allotment must be maintained to an appropriate 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 28 days of instruction to do so.
- 4) Any structure must be temporary and should be removed when the tenancy ends unless other arrangements are made.
- 5) No structures are to be attached to or supported by external fencing / perimeter fencing.
- 6) The Council has the right to refuse permission for any structure which they deem to be unacceptable.

### PERMITTED STRUCTURES

- 1) Structures permitted in the cultivation area (not less than 75% of the plot – see Section USE OF PLOT)
  - Poly tunnels
  - Greenhouses
  - Fruit cages
- 2) Structures which may be permitted in the utility area (not more than 25% of total plot – see Section USE OF PLOT) subject to permission from the Council (this list is not exhaustive):

- Concrete bases for sheds / green house / potting or tool shed
- Animal housing
- Temporary storage areas (6 months maximum)
- Ground based single storey structures
- 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
- All structures must be kept within the boundary of the allotment and not constructed over under-ground utilities (e.g. water pipes) or neighbouring paths/plots

### STRUCTURES NOT PERMITTED

- 1) Pigeon lofts, unless authorised by the Council
- 2) Fences / structures higher than 2m, unless authorised by the Council
- 3) Structures constructed from brick / block work
- 4) Caravans / portacabins
- 5) Shipping containers, unless authorised by the Council
- 6) Dog kennels
- 7) Stables
- 8) Pathways greater than 25% of the total plot area (except where hard pathways are required for disabled access)
- 9) Brick built chimneys
- 10) Flagpoles, unless authorised by the Council.

Please note: this list is not exhaustive and all requests must be made to the Council.

### ELECTRICITY ON ALLOTMENTS

Tenants are prohibited from providing an electricity supply on their allotment, which is generated from a private dwelling or any supply required to cross a highway without prior permission.

### MATERIALS NOT PERMITTED

- 1) The council encourages the use of recycled / reclaimed materials for construction of sheds / greenhouses, etc. Materials which are not permitted on allotment include, but not limited to:
  - Brick and block work
  - Asbestos containing products
  - Garage doors



## STRUCTURE USE AND CONSTRUCTION

- 1) Any proposed structure or alteration to an existing structure, must have a clear horticultural purpose in relation to the cultivation, maintenance of the allotment or the welfare of permitted livestock, for example:
  - Cultivation - greenhouse, poly tunnel, compost area, water butts and fruit cages
  - Temporary storage, low risk garden tools and materials for use on the allotment only
  - To store potentially hazardous materials, eg fertiliser, pesticides, herbicides and fuels in permitted quantities
  - Storage of animal feed

## HEATING OF STRUCTURE

- 1) All heating appliances to be used on allotments must be used in accordance with the manufacturer's instructions and comply with the restrictions in Section HAZARDOUS MATERIALS ON ALLOTMENTS.
- 2) Under the Clean Air Strategy 2019, it is an offence to emit smoke from the chimney of a building from a furnace, if located, in a designated smoke control area.
- 3) It is also an offence to acquire 'unauthorised' fuels for use within a smoke control area unless it is used as an 'exempt appliance'. The current maximum level of fine is £1,000 for each offence.

## **SECTION 7 – RULES ABOUT LIVESTOCK**

### LIVESTOCK ON ALLOTMENTS

Please see Allotment Livestock (Hens and Rabbits )Keeping Agreement (available from the Town Council office.

- 1) Tenants must seek permission from the Council before introducing livestock to an allotment. A Notice to Quit may be served if permission is not obtained in advance.
- 2) The keeping of the following livestock is permitted on allotment, however, written permission is still required as certain criteria must be met:
  - a. Hens
  - b. Rabbits
- 3) Cockerels are NOT allowed on any allotment site due to the noise nuisance. If this is breached then the allotment tenant will be asked to remove the cockerel immediately. Failure to comply will result in a Notice to Quit being served.
- 4) The Council reserves the right to decline applications, or request a revision of the number kept on the allotment.
- 5) From 1<sup>st</sup> April 2022, no other livestock are permitted on an allotment in Chilton.
- 6) Dogs are not permitted to be housed or kept overnight on any allotment site / plot.

- 7) Dogs must be kept on a lead and under close control when in communal areas of the allotment sites. You must not allow dogs to enter plots other than your own. If your pet is a nuisance to other tenants, it will no longer be allowed onsite.
- 8) Tenants must ensure the responsible removal and appropriate disposal of dog faeces, in accordance with the Local Authority's dog fouling policy / orders. Anyone found in breach of this policy / order will be reported.
- 9) All animal feed must be securely stored to prevent pest infestation.
- 10) Livestock should be fed using feeders which are off the ground and should be removed overnight. Dropped feed should be swept and removed to prevent vermin being attracted to the site. If tenants do not provide good housekeeping for livestock, the Council may rescind permission to keep livestock.
- 11) Where tenants have given up plots or have been issued with a Notice to Quit and they fail to remove their livestock, the animals/birds will be taken into the possession of the Local Authority or the RSPCA and the tenant will be responsible for the charges for accommodating these animals or for veterinary treatment.

### INSPECTION OF LIVESTOCK

- 1) The Council has the right to undertake regular inspections of livestock being kept on an allotment.
- 2) If the welfare of any animal is seemed to be compromised, then the Council will ask that immediate remedial action is taken or that the animal is removed to more suitable accommodation.
- 3) Failure to comply with these requests will result in referral for prosecution under The Welfare of Animals Act 2011 and a Notice to Quit issued.

The Council are aware that some allotments have various livestock being housed which, from 1<sup>st</sup> April 2022, is not allowed. These historical permissions will continue to be allowed until such time as the livestock are moved or are no longer on the allotment. Any deceased livestock should not be replaced.

## **SECTION 8 – END OF TENANCY**

### TERMINATION OF TENANCY BY THE TENANT

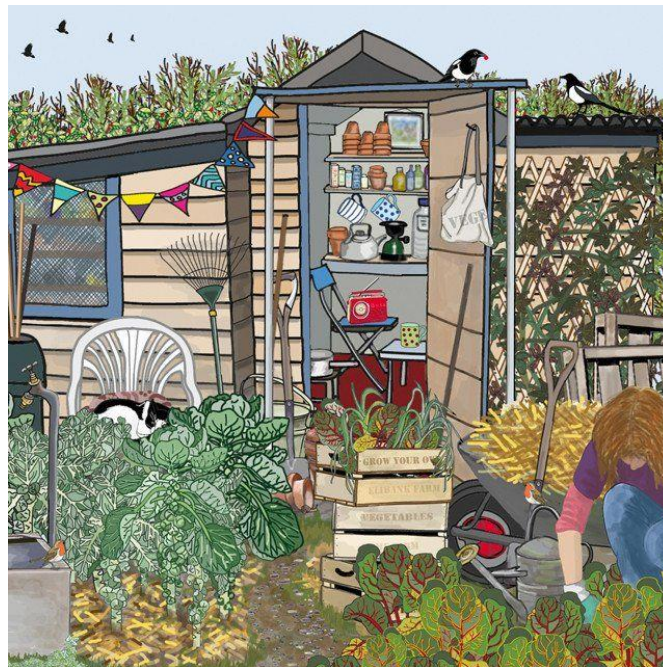
- 1) The tenant may give up the tenancy of an allotment at any time by giving notice, in writing, to the Council.
- 2) On termination, no partial refund of the annual rent will be given.
- 3) Once notice has been received, a date will be agreed with the tenant to confirm the end of tenancy. This will give the tenant the opportunity to clear any personal items and rubbish from the plot.
- 4) When the tenant leaves the allotment, they must ensure that any shed or structure on the plot, which has been given permission to remain, has been emptied of its

contents and any lock or padlock removed. All structures not agreed to remain, must be removed by tenant **at their own cost**.

- 5) All keys must be returned to the Town Council within 14 days of the termination of tenancy (failure to return keys may result in a charge being made).
- 6) On or around the agreed date of termination, an inspection will take place and a photograph taken of the plot.
- 7) Following the inspection, any remedial work required, or any items or structures to be disposed of by the Council will be charged to the exiting tenant.

### TERMINATION OF TENANCY BY CHILTON TOWN COUNCIL

- 8) A Notice to Quit issued by the Town Council gives 28 days for the tenant to vacate the site, making sure all personal belongings and rubbish has been removed, as well as any structures / buildings have been approved to stay or removed by the tenant (at their own cost). The Notice to Quit will give a day, date and time for the tenant to leave.
- 9) Once this date has been reached, an inspection will take place and a photograph taken of the plot.
- 10) Following the inspection, any remedial work required, or any items or structures to be disposed of by the Council will be charged to the exiting tenant.
- 11) Once a tenant has been issued with a Notice to Quit and leaves the site, they will not be eligible to apply for another allotment.



## SECTION 9 – USEFUL CONTACTS

Chilton Town Council  
Hutton House  
Durham Road  
Chilton  
County Durham  
DL17 0HE

Tel: 01388 721788

Email: [info@chiltondurham-tc.gov.uk](mailto:info@chiltondurham-tc.gov.uk)

---

Durham County Council  
Environmental Team  
Tel: 03000 26608

---

Durham County Council  
Helpdesk  
Tel: 03000 260000

---

The National Allotment Society (NSALG Ltd)  
O'Dell House  
Hunters Road  
Corby  
Northamptonshire  
NN17 5JE

Tel: 01536 266576

Email: [natsoc@nsalg.org.uk](mailto:natsoc@nsalg.org.uk)

---

DEFRA

<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>

Seacole Building  
2 Marsham Street  
London  
SW1P 4DF  
United Kingdom

[Contact: Defra Helpline](#)

Tel (UK only): 03459 33 55 77

Tel (outside UK): +44 20 7238 6951

The quickest way to get a response is to call the Helpline which is open Monday to Friday 8:30am to 5pm (find out about call charges at [www.gov.uk/call-charges](http://www.gov.uk/call-charges)).

---

999 - Emergency Only  
101 - Non-emergency