

## Allotment Rules and Regulations

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These rules and regulations are made in line with the Allotments Act 1908 to 1950 and apply to all allotments owned and rented by Bishop Auckland Town Council, whether association managed or otherwise (See last page).

Any reference to 'Council' means Bishop Auckland Town Council.

### 1. Tenancy Agreement

1.1 All plots are let on an annual basis, with the rent year running from 1<sup>st</sup> November to 31<sup>st</sup> October.

1.2 In order to continue a tenancy, plot holders must:

- a. Sign and return a copy of the Tenancy Agreement to the Council by 15<sup>th</sup> November 2023. Failure to do so is considered a breach of Tenancy, regardless of any payment received.
- b. Pay the required rent within 40 days of the issue of the invoice.
- c. Manage their plot, in accordance with these 'Rules and Regulations'.
- d. Observe and comply with any amendments to these rules, which may have been made. These changes will be displayed on the site notice boards and will be sent out with the annual Tenancy Agreement.
- e. By signing the tenancy, the tenant agrees that data may be shared with their specific allotment association (if applicable), Emergency Services, Royal Society for the Prevention of Cruelty (RSPCA), Department for Environment, Food and Rural Affairs (DEFRA) and/or debt collection agencies in the event that it is required.

1.3 The rent is non-refundable.

1.4 Each allotment tenancy will be made in the name of one person only, even if more than one person works on the plot (see 4. Co-workers). The Tenant, is solely responsible for any action or activity that takes place on their respective plot, by a registered Co-worker, or any other individual and remains responsible until a formal request is received by the Council to terminate their tenancy.

#### 1.5 All requests to terminate a tenancy must be made in writing.

The Tenant is solely responsible and continues to be responsible for any rent, fees, co-workers, pending actions or any circumstances that arise until a request is received and acknowledged by the Landlord. (For security, a verbal notification will not be accepted).

1.6 The Council, as landlord, retains all rights and powers over the land.

**N.B.** The Edge Hill Allotment site is a Leasehold agreement and is leased by the Town Council from a third party and has been designated for allotment garden use for the duration of the leasehold agreement with the landlord.

- 1.7 The Council reserves the right to set appropriate annual rent levels and review and revise these levels, as becomes necessary to sustainably continue the service.
- 1.8 Any rent increase will occur on 1<sup>st</sup> November each year; however, existing tenants will receive 12 months' notice of any variation to this amount. New tenants will be informed of any rent increases in the offer letter.
- 1.9 The Council's 'Allotment Rules and Regulations' apply to all tenants, be they existing or new, including self-managed sites.
- 1.10 Where devolved management agreements exist, supplementary rules may be added, but only with the Council's written agreement. Supplementary Rules are in addition to the Town Council's Allotment Rules and Regulations and must not circumvent them in any way.
- 1.11 Where a site operates with an Association, there may be supplementary fees and rules that apply. A copy of the Association Constitution and supplementary rules (if applicable) are available direct from the Allotment Association.
- 1.12 An inspection report, along with photographic evidence of plot condition at the time of the original lease to a Tenant will be held on file. Tenants are expected to vacate plots in a similar or better condition than when they took the original lease. Failure to do so could result in enforcement action and intervention by the Council may incur additional charges that are payable by the tenant. (See: Rule 1.14).
- 1.13 When a Tenant opts to end the tenancy they remain responsible for the plot until the Council complete all inspections. The Council will keep the tenant updated and advise you when you are no longer liable.
- 1.14 The Council reserves its right to recover costs from the Tenant using enforcement action, or a debt collection agency for:
- Loss of revenue from the non-payment of rent and is more than 40 days in arrears.
  - Any costs incurred or for any costs associated with the Council having to return a plot to a usable state due to soil contamination, site clearance, waste disposal, structure or storage removal (This list is not exhaustive).
  - Any other unreasonable or excessive costs incurred by the Council where action is required.
- 1.15 The Tenant is responsible for ensuring that the Council holds their current address and contact information (See: Rule 27). Failure to do so could result in missed communications and ultimately lead to a termination of tenancy. For the avoidance of doubt, any communication or notice that has been sent to a previous, or out-of-date address will still be deemed to have been issued and served on the tenant.

## **2. Age and Residency for Allotment Tenancies**

- 2.1 Allotment garden tenancies will only be granted to residents of the Bishop Auckland Town Council area and who are a minimum of age 18 years.
- 2.2 The allotment garden can only be held in one name at a time. Joint tenancy agreements will not be allowed. (But see 4. Co-workers).

### **3. Allocation**

3.1 Allotments will be allocated from a waiting list held by the Council on a “first come, first served” basis. However, preference will be given to applicants who are a resident within the Town Council area and do not already have an allotment tenancy with the Town Council.

The Town Council area is comprised of four Wards; Bishop Auckland Town, Cockton Hill, Henknowle and Woodhouse Close.

3.2 Applicants may be placed on the list for multiple site options.

3.3 Applicants will be placed on the list in date order upon receipt of a completed application form.

3.4 If an applicant rejects the first two offers, the rejection of any subsequent offer may result in the application being removed from the Waiting List. They will be entitled to re-apply, but their position on the list will be determined by the date of the new application.

3.5 It is the responsibility of all applicants to keep the Council informed of any change in their personal details. The Council will periodically write to those on waiting lists to ensure details are correct and that an individual wish to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.

3.6 The Council reserves the right to: -

- a. Refuse to accept an application where, in the view of the Council, there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent, subletting or cultivation issues (This list is not exhaustive).
- b. Suspend the allocation rules in order to manage allotments sites, e.g. to transfer a current tenant to another allotment plot, to amalgamate a vacant plot into an adjacent plot so that the land can be used more effectively (This list is not exhaustive).
- c. Remove a person from the waiting list if they have if in the reasonable opinion of the Council the person has threatened to or has used, violence, abusive language or intimidation to Council Officers, Councillors, or external contractors, tenants, or owners or occupiers of adjoining or neighbouring property.

### **4. Co-workers**

4.1 A co-worker is someone who assists the allotment garden tenant with the maintenance of an allotment garden. Co-workers have no legal tenancy rights and are not responsible for any part of the annual rent. The tenant must have a regular involvement in the maintenance of the allotment garden. The tenant continues to be responsible for the plot even if he or she nominates a co-worker. Co-workers must be declared via a co-worker application form.

4.2 Subletting, sub-diving, ‘fronting’ or attempting to informally allocate a plot to a co-worker is not permitted. If it is found that the tenant and/or co-worker is in breach of the conditions of the co-worker agreement or Allotment Rules and Regulations, this may result in the immediate termination of any existing tenancy and/or Co-worker agreement without any previous warning or notice from the Landlord. (See: Rule 36).

- 4.3 The Council will allow the tenant of an allotment plot to register another person as described in 4.1 above as an “allotment co-worker”. The tenant is responsible for the co-worker and must inform the Council of co-worker arrangements by submitting an Allotment Co-worker Agreement; this must be signed by both the tenant and the co-worker. A tenant may register only one co-worker.
- 4.4 Co-workers must abide by the Allotment Rules and Regulations. Any breaches of the Allotment Rules and Regulations will result in a review of the tenancy. The tenant therefore is responsible for the co-worker’s actions at all times. Both tenant and co-worker would have to vacate the plot if the tenancy was terminated by the Council. It is the responsibility of the co-worker to make themselves aware of and comply with the allotment tenancy rules.
- 4.5 Registering a co-worker **does not** award any additional rights to a co-worker or otherwise imply the continuation of involvement on any allotment plot, should a tenancy be terminated by the Tenant or the Council. The transfer of a tenancy to a co-worker will only be considered if the co-worker agreement has been registered with the Council for a minimum period of three years, or longer than the next person to be offered a plot on the waiting list.
- 4.6 A co-worker can only be registered as a co-worker on one Town Council allotment garden tenancy.
- 4.7 The tenant is allowed to terminate a co-worker agreement at any time. The Town Council must be informed of the termination.
- 4.8 The Council reserves the right to refuse to accept an application where, in the view of the Council, there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent or cultivation issues, or where there is an ongoing dispute or investigation. (This list is not exhaustive).
- 4.9 The Council reserves the right to remove a co-worker if they have in the reasonable opinion of the Council, threatened to or has used, violence, abusive language or intimidation to Council Officers, Councillors, or external contractors, tenants, co-workers or owners or occupiers of adjoining or neighbouring property.

## 5. Restriction on Assignment

- 5.1 The tenant must not assign, charge, sub-let or part share the possession, occupation or use of the allotment garden or any part or parts thereof or allow any person to occupy the allotment garden or any part or parts thereof as a licensee.

## 6. Rent

- 6.1 Allotment garden rent is payable in advance to the Council and is due on the 1<sup>st</sup> November each year.
- 6.2 The rent of a plot will be based on its size in square metres. All allotment plots are charged the same rate per square metre. The current price per square metre is £0.27p.  
(A 50% cultivation discount was previously applied to plots to *encourage* good plot management, this has been removed and tenants are **now expected** to meet the minimum of 50% cultivation standards (See: Rule 9).
- 6.3 Rule 6.2 above does not apply to plots at Mill Race Allotments, where permission has been given for horses or other large animals to be kept on the plot. This will remain at £0.54 per square metre.

- 6.4 The rent must be paid in full within 40 days of issue of the invoice after which period the Council can legally give 40 days' Notice to Quit for non-payment, or any shortfall in payment.
- 6.5 The Council will periodically review annual rent levels. Twelve months' notice will be given of any variation. (See 1.7 / 1.8 above)

## **7. Pro-rata Rents**

- 7.1 New tenancies beginning after November will be charged a pro-rata rent based on the remaining full months left to run to the 31<sup>st</sup> October. (Allotment garden rent ÷ 12 months' x remaining full months to end of October).

## **8. Use of Land**

- 8.1 The land is to be used solely as an allotment garden in accordance with the relevant Allotment Acts and these Rules and Regulations, wholly or mainly for the production of vegetables or fruit crops for the consumption by the tenant or their family. (Certain exceptions may apply. See 12 Livestock)
- 8.2 Any business use is strictly prohibited.

## **9. Cultivation**

- 9.1 Tenants must keep their plots clean and tidy and in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that a minimum of 50% of the total plot area (regardless of any structures) is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. Failure to ensure 50% cultivation will result in enforcement action.
- 9.2 The remaining 50% of the plot is to be kept tidy. The tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, and brambles and ensure that they do not spread to other plots. Tenants must not cause nuisance to other plot holders by allowing weeds to seed. The tenant will be responsible for dealing with any moles which enter their plot. The tenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment garden.
- 9.3 Cultivation is deemed as planted crops, land prepared readiness for growing, well stocked with produce (relevant to the time of the year), or being made ready for crops, or being prepared for the following season and fruit bushes. This includes crops in greenhouses, poly tunnels, raised beds and cold frames.
- 9.4 Areas used for housing of poultry or pigeons, or any structure which is not exclusively used for the growing of crops i.e. sheds, structures for keeping and securing of livestock (on sites where livestock is permitted) are considered non-cultivated. This includes any area which is physically unable to be turned over by a spade or rotavator, such as, overgrown grass or weeds, paths or paving slabs, or artificial grass (carpets and artificial grass are prohibited on site).

## **10. Restrictions on Cropping**

- 10.1 Tenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops. Fruit trees or bushes may be planted only if they are of dwarf stock, and should be sited where they will not create an obstacle or nuisance to others and maintained to a max height of 4 metres (4M) as they grow.
- 10.2 No more than 25% of a plot may be given over to fruit trees and they must ensure that the surrounding areas are kept weed free and neatly mown.

## **11. Use of Chemical Sprays and Fertilisers**

11.1 The tenant must take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotment gardens, and comply at all times with current legislation. Spraying should only take place when conditions are still and calm. All chemicals must be stored in accordance with Health and Safety Executive (Control of Substances Hazardous to Health) COSHH regulations.

## **12. Livestock**

12.1 The tenant must not, without the written consent of the Town Council, keep any animals, hive bees or livestock of any kind on the land, except for hens and rabbits to the extent permitted by the Allotments Acts 1908 - 1950. Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Tenants must comply with any animal husbandry conditions laid down by the Council and government agencies. Further details are available from the Department of Environment, Food and Rural Affairs (DEFRA) website. Tenant details may also be shared with the Royal Society for the Prevention of Cruelty to Animals (RSPCA), should there be significant concerns regarding animal safety, wellbeing or neglect. The Pollards, Edge Hill and Toronto allotment sites are designated as cultivation only and not permitted for any animals or livestock.

12.2 Any part of the allotment garden used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Town Council.

12.3 The keeping of larger animals e.g. horses, ponies, goats etc. is prohibited on all Council owned allotment sites. **N.B.** An exemption to Rule 12.3 applies to tenants of plots at Mill Race that hold permission to keep such animals as at 12<sup>th</sup> December 2017. These permissions will not be transferred to other plots, co-workers or new tenants.

## **13. Dogs**

13.1 Dogs must not be kept or kennelled permanently or overnight on an allotment. Any dogs temporarily brought on to the allotment by the tenant must be securely held on a leash and must not cause nuisance or disturbance to other allotment holders or visitors. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

## **14. Bee Keeping**

14.1 The Council recognises the ecological importance of all bee species and wishes to support initiatives to increase the number of bee colonies. Although the keeping of honey bees cannot be granted automatically, the Council will support beekeeping on its allotment sites wherever it is appropriate. Applications must be made in writing using our beekeeping application form. We will then carry out limited consultations on the site. Each application will be determined on its own merits.

14.2 The tenant should dispose of a hive and remove it from the site if they decide to no longer keep bees.

## **15. Trees, Shrubs and Materials**

15.1 The tenant may not, without the written consent of the Council, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, earth or clay. Please contact the Council if any mature trees need attention. No ornamental or forest trees or shrubs should be planted on the allotment garden. (See 10 Restrictions on Cropping for rules on fruit growing).

## **16. Hedges, Fences, and Boundary Features**

- 16.1 Where a plot adjoins on a site boundary with a fence, gate or hedge on their plot the Tenant will ensure that these are properly maintained and in good repair and does not encroach onto neighbouring property or land. These are to be maintained to a maximum height of 1½ metres.
- 16.2 Where a plot has drainage ditches, springs or wells these must be kept free from debris where possible, to ensure that they can be properly cleansed and maintained. Additional clauses may be included within tenancies agreements for plots with these features.
- 16.3 The tenant must not, without the written consent of the Council, erect any fence whatsoever sub-dividing any allotment garden. Allotment garden plots are permanent fixed features, so tenants must not alter or move the boundary fences on their plot(s).
- 16.4 To ensure access for maintenance, only ground cultivation can run to a plot or site boundary and no structure or fruit tree to be within 1m of the plot boundary.
- 16.5 No rubbish or materials to be piled against fences, hedges or boundaries as this can cause them to lean or rot and impedes any maintenance.
- 16.6 Any boundary disputes should be referred to the Council to determine.

## **17. Buildings and Structures**

- 17.1 The tenant must not erect any building, structure, large water storage vessels such as IBC tanks or fence on the allotment garden without the Council's written consent. An application will be submitted to the Council and once a recommendation has been reached, then the association (where applicable) will be informed of the recommendation and given an opportunity to comment. If their recommendation differs to that of the Council then a discussion will take place, to have an agreed resolution. If no amicable resolution can be agreed then the Council decision is final.
- 17.2 Raised beds are permitted without submitting a structure application, but must be made from wood or other sustainable materials and must not be made from brick, poured concrete or other permanent material or fixtures. These are expected to be dismantled and removed by the Tenant on the termination of a tenancy.
- 17.3 Application for the erection of any such building or structure should be made using the Council's request form. **N.B.** Polytunnels are not permitted on the Edge Hill Allotment site.
- 17.4 Where an application is approved by the Council (and Association where applicable) the tenant should then enquire with Durham County Council's Planning Services whether formal planning permission is required. Where applicable planning permission should be obtained before any building work is started.
- 17.5 All structures on a plot are to be removed by the Tenant, should a tenancy agreement be terminated by the Tenant or the Landlord. If the structure does not require any maintenance and is free from all defects, a request for an exception can be made in writing to determine the suitability of the structure for a future tenant. This decision is at the discretion of the Council and is final.
- 17.6 The tenant is responsible for any structure that resides on their plot, regardless of its original acquisition and for any associated maintenance it requires.

17.7 The Council is responsible for the outer perimeter fence and this is determined by the definitive site boundary of any allotment site. No structures or trees will be permitted within a 1 metre perimeter of the boundary or cartway. The Council is not responsible for internal fencing that separates individual plots. Each plot is for certain boundaries as set out in their tenancy agreement.

## **18. Barbed Wire**

18.1 The tenant of an allotment garden must not use barbed wire or razor wire for a fence adjoining any path set out by the Council on the Allotment Gardens.

## **19. Wells**

19.1 Tenants who have a well on their plot are responsible for ensuring that the surrounding area is well maintained, and the well does not get damaged from any activities. Any damage should be immediately reported to the Council. No new wells may be dug at all. Springs or wells used or unused must to be clearly identified with danger signage in the appropriate area.

## **20. Nuisance**

20.1 The tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden, or to the owners or occupiers of any adjoining or neighbouring land, nor to obstruct or encroach on any path, or roadway used or set out by the Council, or used by the owners, or occupiers of any adjoining or neighbouring property.

20.2 Any allotment garden tenant found guilty in a court of law of offences involving the allotment garden or other tenants will be given immediate Notice to Quit (See: Rule 36).

20.3 The same will apply if in the reasonable opinion of the Council the tenant has threatened to or has used, violence, abusive language or intimidation to Council Officers, Councillors, or external contractors, other tenants, or owners or occupiers of adjoining or neighbouring property.

## **21. Children**

21.1 Children are welcome on allotment garden sites but must be carefully supervised by a responsible adult at all times.

## **22. Depositing Refuse / Disposal of Rubbish**

22.1 The tenant is responsible for disposing of all waste and rubbish from the allotment garden. This includes disposing of both green waste and other non-combustible items.

22.2 The tenant must not deposit, or allow anyone else to deposit, waste of any type (green waste, unless for composting, builders rubble, white goods, tyres etc.) anywhere on the allotment garden site, or place any waste or decaying matter in the hedges or ditches adjoining the land.

22.3 Tenants must not add to any illegal rubbish dumped on the site.

22.4 The use of old carpets as a weed suppressant is prohibited on any Council allotment garden. As a temporary measure, polythene sheeting or cardboard may be used. Artificial grass is also prohibited as well as poured concrete (including that for bases of structures).

22.5 Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment garden or put onto an allotment garden compost heap.

22.6 Left over livestock, bird or poultry food must be appropriately disposed of.



### **23. Fires / Burning Rubbish**

- 23.1 It is an offence under the Environmental Protection Act 1990 to emit smoke, fumes or gases which are a nuisance. Allowing smoke to drift over nearby roads may also lead to prosecution under the Highways Act 1980 if it endangers traffic.
- 23.2 Fires are only permitted on sites during the months of September – April. These must be kept to a minimum size and frequency and use of a brazier would be preferential.
- 23.3 Fires or smouldering/hot embers must never be left unattended under any circumstances. All fires must be extinguished completely before leaving the site (See: Rule 20).
- 23.4 Smoke from fires can be annoying to neighbours, ruining their enjoyment of their garden. Fires can damage the health of children, the elderly and those with asthma and other breathing problems. Causing a nuisance in this way could lead to the termination of a tenancy. Further advice is available from the Council.
- 23.5 The burning of rubber, plastics and other such materials is strictly prohibited. Only waste generated from the plot can be burnt.
- 23.6 If a complaint is received for any reason during an ongoing fire, the Tenant or Co-worker (if applicable) must comply to the request and extinguish the fire immediately (See: Rule 20).

### **24. Pest Control**

- 24.1 Pest control contractors can be appointed by the Town Council to control any issues the site may have. Strict protocols must be adhered to.
- 24.2 The use of guns, air rifles, fire arms, crossbows, any other projectile device and other weapons are strictly prohibited on all allotment sites (This is not an exhaustive list).

### **25. Vehicles**

- 25.1 The tenant must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment garden. Tyres must not be brought onto allotment garden sites.
- 25.2 Vehicles may only be parked in designated or agreed parking areas on site (where applicable). It is an expectation that vehicles only access the site if there is a medical reason to do so, or for the purpose of loading or unloading heavy gardening materials.

### **26. Not to Display Advertisements**

- 26.1 The tenant is not to display or permit to be displayed on any part of the allotment garden, any sign, notice, plaque, advertisement or writing of any kind, other than the plot letter or number. Tenants may however display neat novelty signs and plaques that are aesthetically pleasing and compliment their plot.

### **27 Change in Circumstances**

- 27.1 The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication or notice sent to a previous or out-of-date address will still be deemed to have been issued and served on the tenant. Should a Tenant require to update any details it holds, the Town Council may require sight of an original document or invoice to support a change of address. i.e. Government issued ID, such as a driving licence, bank statement or utility bill naming the Tenant and linked to the new property. Note: Mobile phone bills cannot be accepted.

27.2 Tenants who are unable to work their plot as a result of illness or have other reasons for a long absence are advised to keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a Notice to Quit.

## **28. Legal Obligations**

28.1 The tenant of an allotment garden must at all times observe and comply fully with all laws / regulations. Where the land is held under a lease by the Council, the tenant must observe and perform all conditions and covenants in the lease.

## **29. Special Conditions**

29.1 The tenant of an allotment garden must observe and perform any other special conditions set by the Council where it considers it necessary to preserve it from deterioration. i.e. Ensuring that communal gates and allotment site entrances remain locked at all times.

## **30. Inspection**

30.1 Any duly authorised Officer or Member of the Council shall be entitled at any time to enter and inspect an allotment garden without notification.

30.2 As part of the tenancy process, the Town Council will issue a Self-Inspection Report for completion by the tenant. If an Inspection Report is not received by the Council in a timely manner, this is deemed a breach of Tenancy. The Town Council may query any discrepancies identified and will verify as part of its annual allotment inspections.

## **31. Water**

31.1 Tenants must observe and adhere to any National alerts or announcement from the Government on droughts and 'hosepipe bans'.

31.2 It is collectively the responsibility of Tenants of each site, to report any leaks or damage to water taps to the Town Council, in order for it to be investigated and carry out repairs, to help reduce the impact on the environment.

31.3 The Tenant is encouraged to install water barrels / tanks on their plots to allow the storage of captured rain water; however, the use of old baths, sinks and toilet bowls or similar is not permitted. Prior written permission is not required for installing an appropriate water container.

31.4 November 2023 will see the introduction of a water charge based on a fee of £15.00 per plot up to and inclusive of 149 Sq/m and £25.00 per plot of 150 Sq/m and above. This will be added to the tenancy agreement. This charge will be reviewed annually and may fluctuate up or down in accordance with the previous year's usage.

31.5 If there is evidence of continuous excessive use or recurring issues on a specific site, or across all sites, the Town Council reserves the right to review or increase the water charge to cover excessive usage.

## **32. Gas Bottles**

32.1 The use of gas bottles is permitted on site but limited to two bottles per plot regardless if they are full or empty, in order to comply with the site risk assessment and must be identified on the Self-inspection Report.

32.2 Gas bottles must be securely and appropriately stored at all times.

### **33 Prohibited Items**

- 33.1 No poured concrete or cement to be used on plots.
- 33.2 No carpet or artificial grass to be used on plot or as a weed suppressant.
- 33.3 The use of guns, air rifles, fire arms, crossbows, any other projectile device and other weapons are strictly prohibited on all allotment sites (This is not an exhaustive list).

### **34. Failure to Comply**

- 34.1 Allotment garden sites and plots will be regularly inspected by the Council. Tenants who fail to comply with these Rules and Regulations will be contacted and requested to address any issues raised with them. Failure to comply with any such notice may result in further warnings. Ultimately the Council has the power to give tenants a Notice to Quit as per the allotment garden tenancy agreement between the Council and allotment garden tenant.

### **35. Enforcement**

- 35.1 The following enforcement procedure will apply:
  - a. **Informal Warning** – Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance within 30 days.
  - b. **Formal Warning** – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.
  - c. **Notice to Quit** – Tenants who fail to respond to a formal warning within 30 days will be given Notice to Quit.

### **36. Power of Eviction**

- 36.1 In the event of a serious breach of the Tenancy Agreement, the Council reserves the right to serve immediate Notice to Quit, without progression through stage 35.1a and 35.1b.

### **37. Termination of Tenancy**

- 37.1 The tenant must hand back to the Council vacant possession of the allotment garden on the determination of the tenancy, in a condition consistent with the provisions of these rules and regulations.
- 37.2 In the event of the death of a tenant, the tenancy shall terminate on the following 31<sup>st</sup> October. In these circumstances the Council will consider transferring the tenancy to an immediate family member (husband, wife or civil partner) or a registered Co-worker (See: Rule 4). Where there are no immediate family members or registered co-worker, the Council may take vacant possession of the plot with immediate effect.
- 37.3 A tenancy will terminate whenever the tenancy or right of occupation of the Council to the land terminates.
- 37.4 It may also be terminated by the Council by:
  - a. re-entry after one month's notice: -
    - i. if the rent is in arrears for not less than 40 days; or
    - ii. if the tenant is not duly observing the Rules affecting the allotment garden, or any other term or condition of their tenancy, or if the tenant is sentenced under law and imprisoned, becomes bankrupt or compounds with their creditors.

- b. by re-entry by the Council at any time after giving three months' previous notice in writing to the tenant 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 and sewers necessary in connection with any of those purposes.

37.5 The tenancy may also be terminated by the Council by twelve months' notice in writing expiring on the thirty-first day of October in any year.

37.6 A tenant may terminate a tenancy at any time. Rent is non-refundable.

37.7 The Edge Hill Allotment site is held as a leasehold agreement and is leased by the Town Council from a third party and designated for allotment garden use. This agreement is subject to periodical review by both parties, under the original leasehold agreement set out by the former Wear Valley District Council (WVDC). Any notice served by the third party would be issued to Bishop Auckland Town Council and will be adhered to accordingly by the Council (See: Rule 37). Any changes to the leasehold agreement which affect allotment tenants will be communicated directly to them.

### **38. Service of Notices**

38.1 Any notice may be served on a tenant either personally or by leaving it at their last known address. If the Council is not kept informed of a change of address, any communication or notice sent to a previous or out-of-date address will still be deemed to have been issued and served on the tenant

### **39. Amendment**

39.1 Bishop Auckland Town Council reserves the right to amend these rules at any time.

### **40. The Right to Appeal**

40.1 A tenant or former tenant has 14 days to appeal a decision made by the Town Council. This must be made in writing.

40.2 The Appeals Panel made up of three elected members will be appointed for the appeal to be heard. Their decision at the end of the appeal is final.

### **These Allotment Rules and Regulations apply to the following Allotment sites:**

- [Broken Banks Allotment](#)
- [Edge Hill Allotment Association](#) (Leased)
- [Pollards Allotment Association](#)
- [South Church Lane Allotment Association](#) (Self Managed)
- [Tindale Crescent Allotment Association](#)
- [Toronto Allotment](#)
- [Mill Race Allotment](#)
- [Woodhouse Close Allotment](#)

The Town Council will not be held liable for any losses or perceived losses resulting from an Act of God circumstance, strike, flood, fire, explosion, theft, legislation change or any other circumstance that may arise and is outside of the Town Council's control.

### **Contact details**

For further information or queries please contact:

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