

AXMINSTER TOWN COUNCIL

ALLOTMENT GARDENS RULES

Interpretation:

Throughout these Rules “The Council” means Axminster Town Council and “he” means a person of any gender or transgender.

1. The Tenant shall

- a) Pay the said rent at the time and in the manner aforesaid clear of all deductions
- b) Use the said plot as an allotment garden and for no other purpose.
- c) Not assign, underlet or part with possession of the said plot or part thereof. Axminster Town Council has the sole authority to let plots.
- d) Not plant any trees or any crops which require more than twelve months to mature without the previous written consent of the Council.
- e) Not cut or prune any timber or other trees or take, sell or carry away any minerals, gravel sand or clay.
- f) Permit any member, officer or servant of the Council at any time to enter upon and inspect the plot.
- g) Not erect any building or structure on the said plot without previous written consent of the Council. Any such building shall be maintained in a presentable condition and shall be the responsibility of the owner who shall also be responsible for any liability arising from it. If, in the opinion of the Amenities Committee, the tenant should fail to keep a shed, greenhouse or poly tunnel in safe and sound condition a letter will be sent to the tenant asking him to rectify the situation within a specified time. If the tenant fails to comply with the notice, the Council reserves the right to take such remedial action as is deemed appropriate and re-charge the cost to the tenant.
- h) Applications for greenhouses or poly tunnels up to 12' x 8' and sheds up to 8' x 6' will be considered. Nothing larger is permitted. The granting of permission to erect a shed, poly tunnel or greenhouse on a plot is on the understanding that at the end of the tenancy, the tenant (or his/her estate in the case of a deceased tenant) must be responsible for removing the structures within 28 days of the cessation of the tenancy otherwise the Town Council reserves the right to charge the outgoing tenant or his estate.
- i) Use his best endeavours to protect the fences etc. (if any) enclosing the land and also any notice boards which have been or may at any time during his tenancy be erected upon the land.
- j) Not deposit or allow other persons to deposit upon the said plot any earth, road sweepings, refuse or other material excepting only manure or green composted material in quantities such as may reasonably be required for immediate use in cultivation.
- k) Use a hosepipe only if it is not more than three years old, is in a sound condition, is hand-held and not connected to any part of a sprinkler or irrigation system. All hosepipes must be disconnected from the tap whenever the allotment holder leaves the allotment for however short a time and wound onto a reel within the tenant's own plot.
- l) Observe all rules and regulations relating to allotment gardens which have been or may at any time hereafter be made by the Council and of which he may be notified.
- m) Pay all outgoings.
- n) Be entitled to 12 months' notice from the Council of any proposed increase in the annual rent.
- o) Not erect any structure on any plot in such a position as to impede the free movement of any normal agricultural/commercial vehicle servicing the allotments.
- p) Ensure that the plot is kept in good cultivation and fertility and free of seeding weeds at all times.
- q) If notified in writing by the Council of a weed problem on his plot to act within the given timeframe. Failure to do so will result in a minimum £75 charge per clearance for the Council to undertake removal of the weeds or unauthorised materials or structures. In addition, if a skip is required to remove such items, the Council will seek to fully reimburse its costs. Failure to pay such charges will result in County Court proceedings to recover the moneys (plus any associated costs) and implementation of Section D” and the Council will prohibit the individual taking another tenancy within one calendar year of the date of eviction.
- r) Display a sign showing clearly the number of the plot and maintain the sign in good condition.
- s) Take out insurance to cover his/her activities on the allotment. For example, should someone trip over any item placed on the Allotment by you then you are liable. For those tenants who are members of the

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Allotment Association such insurance may be part of such membership benefits.

- t) In the case of an accident/injury being sustained by any person at the allotment, this should be reported to the Town Council offices as soon as possible.

The keeping of poultry, bees or rabbits requires the written permission of Axminster Town Council and is subject to separate, additional rules.

2. The Tenancy hereby created shall continue until determined in any of the following manners.

- a) The Town Council shall be required to give to the tenant 12 calendar months previous notice in writing
- b) expiring on 30th September in each year, other than in cases 6 and 7 below.
- c) The Tenant is required to give 3 months' notice in writing.
- d) By re-entry by the Council at any time after giving 3 calendar months previous notice in writing to the Tenant on account of the plot being required for
 - i. Any purpose (not being the use of the same for agriculture) for which it has been acquired or appropriated under any statutory provision or
 - ii. Building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.
- e) Any notice given by the Council pursuant to Clause c hereof may be signed by the Town Clerk, for the time being, of the Council and shall be sufficiently served if sent to the Tenant by recorded post to the last address notified to the Council by the Tenant.
- f) By re-entry by the Council at any time:
 - i. If rent or any part thereof is in arrears for not less than 14 days whether legally demanded or not or
 - ii. if it appears to the Council that there has been any breach of the conditions and agreements on the part of the Tenant herein contained or
 - iii. If the Tenant shall become bankrupt or compound with his creditors.
- g) The Council reserves the right to terminate the tenancy if in its opinion the tenant fails to maintain the land in question in a clean and good state of cultivation within six months of taking the tenancy.

3. Following Termination of the Tenancy:

- a) The Tenant shall on determination of the tenancy be entitled to compensation only in the events and to the extent prescribed by section 2 sub-section 2 and 3 of the Allotments Act 1922 as extended by the Allotments Act 1950 but not further or otherwise.
- b) The Council shall on termination of the tenancy be entitled to recover compensation from the Tenant by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility. The Council reserves the right to charge a former Tenant for any costs incurred by the Council in the removal of any rubbish left by said Tenant to bring a plot into good order for any incoming Tenant.

4. Dogs

- a) Dogs belonging to allotment holders are permitted but they must be kept on a lead at all times.