

Schedule of Terms and Conditions for Allotments

The Lee Parish Council Responsibilities:

1. The Council will arrange hedge-cutting and the maintenance of boundaries to the Lee Common Allotments and Playing Fields (Allotments).
2. The Council will maintain a tanked water supply adjacent to the allotment plots for use by all plot tenants.
3. The Council will arrange for the rough cutting of all vacant allotment plots twice a year.
4. Subject to Condition 5 in the Tenant section below the Council shall give not less than one month's notice in writing in order to terminate the tenancy.
5. The Allotments are intended for by residents of The Lee Parish. The Council reserves the right to terminate the tenancy of any non-resident of the Parish, or to refrain from offering an existing non-resident Tenant renewal terms if there is a waiting list of parishioners seeking to use a relevant allotment.
6. The Council shall be entitled to retain any Tenant's deposit lodged under the Tenancy Agreement following the expiration or other termination of the tenancy in the event that the Tenant is, in the opinion of the Council, in breach of these terms and shall apply the said deposit to restoring the plot to the condition required thereby.
7. The Council reserves the right to enter and inspect the allotments at any time for reasons including but not limited to remedial and maintenance works for which the Council is responsible and ensuring tenants' compliance with their responsibilities.
8. The amount of annual rent for each allotment shall be determined from time to time by resolution at a meeting of the Council.

Tenant Responsibilities:

1. The allotment shall be used by the Tenant solely for the purpose of growing flowers, fruit and vegetables.
2. The Tenant shall pay the rent upon the date determined by the Council on demand and without delay. The Council reserves to itself the right to repossess any allotment whose rent remains unpaid for a period in excess of 1 month from the date determined above.
3. The allotment shall not be used for the purpose of growing produce for commercial sale.
4. Allotment holders may, with the prior written consent of the Council, erect a storage box/structure of a size not exceeding 1.62sqm in area. Full written particulars of such box/structure shall be submitted to the Council prior to any such box or structure being installed.
5. Allotment holders may, with the prior written consent of the Parish Council and subject to payment of an additional deposit of £150, erect a fence within the perimeter of their allotment. Such fencing, if permitted, shall be installed in accordance with the Allotment Fencing specification appended hereto by the Council and be installed entirely at the expense of the allotment holder. Allotment holders must ensure that the area around the fencing is kept clear of grass and weeds at all times, and that the fencing does not in any way impede the Council's contractors from carrying out general maintenance using whatever machinery they deem suitable for the task.
Allotment holders erecting such fencing shall at all times take reasonable steps to maintain the fencing in good order for the duration of their agreement and shall promptly remove and dispose of it, in its entirety, upon relinquishing their occupation of the relevant allotment. For the avoidance of doubt, this requirement does not apply to any fencing erected prior to 30th September 2022.
6. No livestock shall be kept on the allotment site without the express consent in writing of the Council and shall be promptly and entirely removed upon the allotment holder relinquishing their occupancy.
7. The allotment shall be kept free from weeds and well-manured and otherwise maintained in a proper state of cultivation and fertility and in good condition. If in the opinion of the Council the allotment is not kept tidy and properly cultivated for any continuous period of three months then the Tenant shall be deemed to have surrendered the allotment and the Council shall be entitled to terminate the tenancy without notice or repayment of any kind and let the allotment plot to an alternative tenant.
8. The playing of radios or other music is not permitted on the allotment site and the Tenant shall not

behave in any manner that in the opinion of the Council constitutes a nuisance or annoyance to other allotment tenants or neighbouring residents.

9. No plot shall be sub-let without the written agreement of the Council.
10. The Tenant shall keep the paths adjacent to the plot unobstructed, mown and edged and in tidy condition at all times.
11. Subject to condition 5 hereof if the Tenant wishes to terminate the agreement one month's notice in writing shall be given to the Council.
12. Hoses must not be used to take water from the water tanks.
13. No cars shall be driven on to the allotment site without the prior permission of the Council, such permission to only apply to a single occasion.
14. Bonfires will be kept to the absolute minimum, well managed and lit in consideration of the neighbours and wind direction - – see guidance notes below
15. The Tenant shall not store on site any chemicals of any kind, including any flammable equipment or liquids. Chemicals and flammable liquids or equipment which are used either for weed eradication or plant propagation must be removed from the site after use.
16. The Tenant will keep the amount of tools and equipment left on site to the absolute minimum. All such tools and equipment must only be left on site in a way that they are not accessible to children (i.e. locked away).

Bonfire Guidance

- The Council encourages plot holders to compost rather than have bonfires.
- Do not burn wet or green garden waste which will create heavy smoke. Only waste such as diseased plants and material which is difficult to compost should be burnt, with clippings allowed to dry and turn brown before burning.
- The use of a garden incinerator is the preferred method of burning waste material.
- Bonfires should not cause any risk or danger to children, pet animals, other wildlife or nature in the area.
- Bonfires and smoke from bonfires should not affect nearby traffic or roads; choose your bonfire site carefully keeping well away from boundary fences and hedges.
- Do not light a bonfire during warm daylight hours or evenings when neighbours have washing drying, are in their gardens and/or have windows open.
- Do not burn plastics or other materials that will cause smoke, toxic fumes or pollution of any kind, nor anything that may damage the soil.
- Do burn material quickly in small quantities so the minimum amount of smoke is created.
- No material other than that produced on the site is to be burnt.
- Bonfires should not be left unattended at ANY time.
- Douse the fire until cold and fully extinguished before you leave and then rake the ashes into the soil as a useful fertiliser.
- Beware of lighting a bonfire when there are unstable weather conditions, for example on a windy day when it can easily get out of control.

Allotment fencing specification

Fence posts shall be of round treated softwood, of 75mm in diameter and pointed at one end suitable for driving into the ground. Posts shall be of a length suitable to provide stability without the need for fencecrete or other concrete based mixes.

Posts shall be set vertically at 2.5m to 3m spacing as appropriate, be angle braced at all changes of direction and at gate openings and project approximately 1.25m above ground level. Lines of fence posts shall follow the site ground contours and shall additionally be angle braced in both directions where separate rolls of fencing wire terminate along a continuous run of fence.

Fencing wire shall be galvanised steel wire Livestock Fencing 1.2m high, be suitably tensioned and securely stapled with galvanised steel to all posts and braces.

Access gates shall be either treated softwood framed and wired gates to match the fencing or be of treated timber rails and pickets and shall be appropriately hinged with galvanised strap-hinges. They shall be not wider than a domestic garden wheel barrow, nor be higher above ground than the adjacent fencing and shall be capable of being bolted in a closed position. Bolts shall be fitted to all gates.

No fence or gate shall be painted with anything other than a natural wood stain or preservative.