

**The responsibilities of Hurworth Parish Council** (hereafter referred to as the HPC, Council) 1<sup>st</sup> December 2017

Introduction

- HPC own at Strait Lane and Hurworth Grange where 57 allotment plots are located.
  - Tenancy Agreements are granted for a one year period, with annual renewal at the discretion of the joint HPC and Allotment Committee.
  - HPC reserve the right to refuse an allotment application, if there are reasonable grounds for a refusal.
- A. Hurworth Parish Council will consider and make a ruling on any matters of complaint or conflict not provided for in these rules and will make a decision at their discretion.
- B. They will maintain a chronological waiting list of prospective tenants and update it annually.
- C. Allocate allotments fairly; giving preference to people who reside within the Parish boundary and have no other allotment.
- D. The Council will hold plans of the allotment sites, showing the layout of paths and haulage ways, the position of plots, the number allocated to each plot and a photographic record of the allotment plot at transfer to a new tenant.
- E. They will hold a list of each tenant's name, address, contact details and plot number.
- F. The Council will maintain a water system for use during the growing season and share water costs equally among tenants, unless the council undertake to pay these accounts in any year.
- G. The Council will endeavour to maintain boundary hedges, fences and gates.
- H. At the end of the year, tenants will be informed of water charges incurred for that year, the cost of allotments rents for the following year and the date for payment. The Council will clear and reallocate allotments where rent is unpaid after forty days.
- I. The Council will endeavour to provide a safe environment for all their tenants.

**Tenants Responsibilities**

1. Keep their Allotment tidy and clear of rubbish, with the soil in a good state of cultivation and fertility.

2. Dispose of infected plants, roots and produce from the allotment site, by burning, removal to household bins or to the Darlington Borough Council waste site.
3. Compost healthy cuttings and green material in a compost heap or bin on their own plot.
4. Remove non--biodegradable rubbish such as glass, metal, & plastics from the Allotment site;
5. Use the water system economically. To prevent the spread of infection do not wash tools or produce in the water tanks. Do not connect water siphons, sprinklers or hosepipes to the Allotment system. Tenants can reduce water bills by collecting rainwater into water butts. The cost of allotment water will be divided equally among all tenants and taken into consideration when rents have their annual review.
6. Tenants must not cause nuisance or annoyance, to other tenants or neighbours. Loud language that is obscene, abusive or threatening and causes alarm or distress to others is a public order offence: it will not be tolerated and could result in forfeiture of tenancy.
7.
  - a. Tenants are responsible for the behaviour of guests. Under 16s, must be accompanied by a responsible adult, at all times.
  - b. A person who wishes, or is invited to become a 'helper' on an allotment must be registered as such, and abide by the allotment rules. Registration is mandatory, and is at the discretion of the Allotment Committee.
- 8a. Keep all dividing pathways to a minimum 60 cm (24 inches) and haulage ways maintained at a minimum width of 3 meters (10ft 9 inches) and clear of obstructions. Keep dividing pathways in good repair, and regularly cut.
- 8b. Vehicles can only enter the site when the ground is dry; this is to protect the footpath.
9. Obtain written agreement from the Council, to cut, prune or remove any timber from trees, or take, sell or carry away any mineral, sand, clay, brickwork, fencing or any other item pertaining to the Allotments or other tenants. Tenants must not sub--let, assign or part with the possession of the Allotment(s) nor use any part of the Allotments as a Market Garden without the written consent of Council.
10. Before erecting any structure, in excess of 2 x 1.5 metres (approximately 6x4ft), with a height of no more than 2.5 metres or 8ft, the tenant must seek and obtain written consent from the Council: this includes large polytunnels and net cages. Structures must not cause any obstruction of light issues. Consideration will be given to the erection of more than one structure, providing they do not total more than 20% of available Allotment ground.  
Structures must be for the purpose of growing produce or caring for the allotment.

11. Do not use barbed wire or razor wire or any other material that would be likely to cause injury, on any area of the Allotment s including adjoining fences, or paths set out by the Council.
12. Dogs must be kept under control, and where necessary, on a lead. Please ensure any dog faeces is removed.
13. Animals and poultry are not to be housed on the allotments, and no dead animals buried there.
14. Cultivate the Allotment, with regard to the environment and wildlife, for example:
  - a. Pest Control – choose disease resistant plants in preference to chemicals, and slug pellets that will harm wildlife.
  - b. Weed Control – hoe or pull by hand and use mulch in preference to weed killers.
  - c. Soil Conditioners – to stop the destruction of peat bogs (which leads to the extinction of rare plant and animal species) Tenants should use organically sourced compost where possible.
15. Limit bonfires to after 6pm in the summer months, or one hour before dusk, whichever is earlier. Attend all bonfires until extinguished. Be aware of wind direction to avoid smoke being blown towards local properties. The bonfire must not be more than 4ft high, by 4ft wide, or as an alternative, use a burning barrel.
16. Tenants of the Grange Allotments must ensure the Clerk to the Council is provided with the most recent key to the site. For the safety of Tenants and the public ensure that gates are closed at all times and the Allotment site is kept secure.
17. T e n a n t s m u s t abide by the terms of the Agreement and rules associated therewith and observe and adhere to Council notices and pay rent by the notified date.
18. It is a condition of tenancy, to inform the Council of changes of address or name.
19. The maximum number of plots that one household can have is 1 plot. This means that one household counts for one plot.  
It is recognized that as at November 2017, some tenants have multiple allotments; this will remain unchanged until plots are relinquished over time.
20. If a person is offered an allotment but turns it down because he would prefer to wait until a later date, then that person should go to the end of the Waiting List.
21. When a referendum type vote is taken, the rule shall be one person – one vote, rather than a person with three allotments having three votes.
22. Any serious, deliberate or continual breach of these Allotment rules or non-acceptance of the council's decisions, could result in the termination of the tenant's rental agreement with the Council, or non renewal of the tenancy.
20. New tenants will be required to sign a tenancy agreement, pay one year's annual rent and a bond of £30 which will be held for the duration of the tenancy and returned when the plot is vacated in good condition (see item 1). The tenant and the Clerk to the Parish Council or the Chairman will sign the Tenancy Agreement, with copies retained by both parties.

**Please note: All previous Allotment Rules are hereby rescinded.**